



**Miami Beach Redevelopment Agency  
Commission Chambers, 3rd Floor, City Hall  
1700 Convention Center Drive  
May 18, 2005**

Chairman of the Board David Dermer  
Member of the Board Matti Herrera Bower  
Member of the Board Simon Cruz  
Member of the Board Luis R. Garcia, Jr.  
Member of the Board Saul Gross  
Member of the Board Jose Smith  
Member of the Board Richard L. Steinberg

Executive Director Jorge M. Gonzalez  
Assistant Director  
General Counsel Murray H. Dubbin  
Secretary Robert E. Parcher

**AGENDA**

1. ROLL CALL
2. OLD BUSINESS
  - A Report Of The Itemized Revenues And Expenditures Of The Miami Beach Redevelopment Agency For The Month Of March 2005. (Page 818)
3. NEW BUSINESS
  - A A Resolution Of The Chairman And Members Of The Miami Beach Redevelopment Agency Awarding A Professional Services Agreement To Chen And Associates In The Amount Of \$2,017,009 To Provide Urban Design, Architecture, Landscape Architecture, Engineering, And Construction Administration Services Necessary To Complete The Planning, Design, And Construction Of The Phases III, IV, And V Of The South Pointe Streetscape Project; And Further Appropriating \$1,085,000 From South Pointe RDA TIF Funds. **Joint City Commission And Redevelopment Agency** (Page 862)
  - B A Resolution Of The Chairman And Members Of The Redevelopment Agency Of The City Of Miami Beach, Florida, Appropriating Funds, In The Amount Of \$294,940, From City Center Redevelopment Agency Funds, For The Demolition Of The Old Miami Beach Regional Library Building Located At 2100 Collins Avenue. (Page 911)
  - C A Resolution Of The Chairman And Members Of The Miami Beach Redevelopment Agency Authorizing The Chairman And Secretary To Execute A Modification To The Sovereignty Submerged Land Lease No. 130765469 Among The City Of Miami Beach, The Miami Beach Redevelopment Agency And The Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For The Miami Beach Marina, Pursuant To The Request Of The State Of Florida Department Of Environmental Protection To Clarify The Existing Uses At The Miami Beach Marina. **Joint City Commission And Redevelopment Agency** (Page 916)

**End of RDA Agenda**



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## HOW A PERSON MAY APPEAR BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF MIAMI BEACH, FLORIDA

The regularly scheduled meetings of the Redevelopment Agency are established by Resolution and are generally held on the same day the Miami Beach City Commission holds their regularly scheduled meetings. The Redevelopment Agency meetings commence at 10:00 a.m.

1. Jorge M. Gonzalez has been designated as the Agency's Executive Director.  
Robert Parcher has been designated as the Agency's Secretary.
2. Person requesting placement of an item on the agenda must provide a written statement to the Agency Executive Director, 4th Floor, City Hall, 1700 Convention Center Drive, telephone 673-7285, outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment will be set up to discuss the matter with a member of the Executive Director's staff. Procedurally, "Request for Agenda Consideration" will not be placed upon the Agency agenda until after Administrative staff review. Such review will ensure that the issue has been addressed in sufficient detail so that the Agency members may be fully apprised of the matter to be presented. Persons will be allowed three (3) minutes to make their presentation and will be limited to those subjects included in their written request. Such written requests must be received in the Executive Director's office no later than noon on Tuesday of the week prior to the scheduled Agency meeting to allow time for processing and inclusion in the agenda package.
3. Once an agenda for the Redevelopment Agency meeting is published, and a person wishes to speak on items listed on the agenda, he/she may call or come to the Agency Secretary's Office, 1st floor, City Hall, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m., on the Tuesday prior to the Agency meeting and give their name, the agenda item to be discussed and, where known, the agenda item number.

Copies of the Agency agenda may be reviewed at the Agency's Secretary Office (City Clerk's Office) on the Monday prior to the Agency's regular meeting.

The complete agenda, with all backup material, is available for inspection on the Monday prior to the Agency meeting at the Agency Secretary office (City Clerk's Office).

4. All persons who have been listed by the Agency Secretary to speak on the agenda item in which they are specifically interested, will be allowed up to three (3) minutes to present their views.

Robert Parcher  
Agency Secretary

March 7, 2001

## CITY OF MIAMI BEACH

### 2005 CITY COMMISSION AND REDEVELOPMENT AGENCY MEETINGS

#### Commission Meetings

January 12 (Wednesday)

February 2 (Wednesday)

February 23 (Wednesday)

March 16 (Wednesday)

April 20 (Wednesday)

May 18 (Wednesday)

June 8 (Wednesday)

July 6 (Wednesday)

July 27 (Wednesday)

September 7 (Wednesday)

October 19 (Wednesday)

November 2\* (Wednesday)

November 16\* (Wednesday)

December 7 (Wednesday)

#### "Alternate" Commission Meetings

*May 25 (Wednesday)*

*September 14 (Wednesday)*

*October 26 (Wednesday)*

*December 14 (Wednesday)*

\* Election related items only.

The "alternate" City Commission meeting date have been reserved to give the Mayor and City Commission the flexibility to carry over a Commission Agenda item(s) to the "alternate" meeting date, if necessary. Any Agenda item(s) carried over will be posted on the City's website, aired on Government Channel 20, or you may call the City Clerk's at (305)673-7411.



**REPORT OF THE ITEMIZED  
REVENUES AND EXPENDITURES  
  
OF THE  
  
MIAMI BEACH REDEVELOPMENT  
AGENCY  
  
FOR THE MONTH OF  
MARCH 2005**

Agenda Item 2A  
Date 05-18-05

# MIAMI BEACH REDEVELOPMENT AGENCY

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## REDEVELOPMENT AGENCY MEMORANDUM

**To:** Chairman and Members of  
the Miami Beach Redevelopment Agency

**Date:** May 18, 2005

**From:** Jorge M. Gonzalez  
Executive Director

**Subject: REPORT OF THE ITEMIZED REVENUES AND EXPENDITURES OF THE  
MIAMI BEACH REDEVELOPMENT AGENCY FOR THE SIX MONTHS  
ENDED MARCH 31, 2005**

On July 15, 1998 the Chairman and Members of the Board of the Miami Beach Redevelopment Agency resolved that an itemized report of the revenues and expenditures of the Miami Beach Redevelopment Agency, with respect to each redevelopment area, would be made available to the Chairman and Members of the Board of the Miami Beach Redevelopment Agency at the end of each month. Further, it was resolved that such report would be made available no later than five days prior to the second regularly scheduled Redevelopment Agency meeting in the month immediately following the month for which such report is prepared and that the report would be placed on the Redevelopment Agency Agenda for the second meeting of each month as a discussion item. Because the distribution date for the second Commission meeting of some months falls prior to our receipt of bank statements for the month, we advised on October 21, 1998, that beginning with the report for the month ending October 31, 1998 all monthly Redevelopment Agency reports would henceforth be included as part of the agenda for the first Commission meeting of each month.

The attached material includes the following:

### **Section A - South Pointe Redevelopment District**

- Summary of Cash Basis Transactions by Project and by Expenditure Type for the Fiscal Years Ended September 30, 1988 through 2004 and the Six Months Ended March 31, 2005
- Check and Wire Transfer Register sorted by Project and Type of Expenditure for the Six Months Ended March 31, 2005
- Narrative of Major Projects Planned and/or Underway

### **Section B - City Center Redevelopment District**

- Summary of Cash Basis Transactions by Project and by Expenditure Type for the Fiscal Years Ended September 30, 1988 through 2004 and the Six Months Ended March 31, 2005

- Check and Wire Transfer Register sorted by Project and Type of Expenditure for the Six Months Ended March 31, 2005
- Narrative of Major Projects Planned and/or Underway

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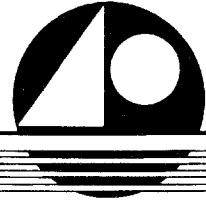
**SOUTH POINTE**

**REDEVELOPMENT DISTRICT**

**FINANCIAL INFORMATION**

**FOR THE MONTH ENDED**

**MARCH 31, 2005**



**May 18, 2005**

**TO: Jorge M. Gonzalez, Executive Director**

**FROM: Patricia D. Walker, Chief Financial Officer**  
**City of Miami Beach**

**SUBJECT: South Pointe Redevelopment District Financial Information**  
**For the Six Months Ended March 31, 2005**

At the July 15, 1998 Commission/Redevelopment Agency meeting a request was made for monthly financial information for the South Pointe Redevelopment District. The information has been compiled and is attached.

**Historical Cash Basis Financial Information**

The summary report included in the attached material, reflects that during the period from October 1, 1987 through March 31, 2005 approximately \$114,774,000 of revenues were received in the South Pointe District of the Redevelopment Agency ("RDA").

The primary sources of these revenues included approximately:

\$ 94,048,000 - Incremental Ad Valorem tax;  
\$ 6,860,000 - Bond proceeds;  
\$ 5,188,000 - Land sale;  
\$ 3,359,000 - Interest income;  
\$ 3,053,000 - Rental income;  
\$ 1,000,000 - Loan from the City of Miami Beach;  
\$ 350,000 - State Grant; and  
\$ 916,000 - From various sources.

The opening cash balance for October 1, 1987 was approximately \$1,042,000; therefore, the total amount of funds available for the period was \$115,816,000.

On the expenditure side, approximately \$74,134,000 has been expended from October 1, 1987 through March 31, 2005.

**SOUTH POINTE**  
**Redevelopment District**

**CITY CENTER**  
**Redevelopment District**

These approximate expenditures were primarily made in the following areas:

- \$ 16,361,000 - Cobb/Courts Project;
- \$ 14,028,000 - Debt Service Payments;
- \$ 11,964,000 - Portofino Project;
- \$ 9,805,000 - South Pointe Streetscape/Park;
- \$ 6,447,000 - SSDI Project;
- \$ 6,228,000 - Administrative Costs;
- \$ 5,878,000 - Marina Project;
- \$ 1,045,000 - Carner-Mason Settlement and Other Reimbursements;
- \$ 857,000 - Community Policing; and
- \$ 1,521,000 - Other Project Costs.

The cash balance as of March 31, 2005 is approximately \$41,682,000. This balance consisted of the following amounts:

- \$ 40,962,000 – Cash and Investment balance;
- \$ 6,000 – 1989 Bonds Sinking Fund Principal Account;
- \$ 714,000 – 1989 Bonds Sinking Debt Service Reserve Account

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**SUMMARY OF**  
**CASH BASIS TRANSACTIONS**  
**FOR THE MONTH ENDED**  
**MARCH 31, 2005**

**Redevelopment Agency - South Pointe District**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1988 - 2005 (through March 31, 2005)**

	Prior Years	FY 2005	Total Rev./Expend.
<b>OPENING CASH/INVSTMT BALANCE</b>	\$ 1,041,730	\$ 31,624,266	
<b>REVENUE</b>			
- Tax increment - City	43,745,702	11,416,510	\$ 55,162,212
- Tax increment - County	37,139,689	422,982	37,562,671
- Tax increment (Interest) - County	26,627	-	26,627
- Tax increment - Children's Trust	592,809	703,950	1,296,759
- Bond proceeds	6,860,000	-	6,860,000
- Cobb Partners - Closing Parcel 1, 2	5,187,944	-	5,187,944
- Marina rental income	2,972,795	80,074	3,052,869
- Interest income	3,032,071	326,813	3,358,884
- Loan from City	1,000,000	-	1,000,000
- Grants (Fla. Inland Navig.; shoreline restore.)	350,000	-	350,000
- Other Grants	5,000	-	5,000
- St. sales tax (receipt - income for pmt. to St)	190,545	8,126	198,671
- Daughters of Israel contrib.-reloc. Mikvah	28,000	-	28,000
- Consulting fee refund-Rahn S. Beach	27,026	-	27,026
- Olympus Hldg.-reimb. Portofino advertsg.	24,405	-	24,405
- Mendelson environ. reimb./refund	10,000	-	10,000
- Regosa Engineering refund - Marina	8,500	-	8,500
- Portofino DRI Payment from Greenberg T.	18,056	103,475	121,531
- Payment received from Greenberg T. for CMB	23,500	-	23,500
- Payment received from Olympus Holdings, Inc.	96,276	-	96,276
- Payment received from Marquesa, Inc.	2,000	-	2,000
- Cost of asbestos remediation reimb.-Cobb	5,800	-	5,800
- Miscellaneous income	4,719	-	4,719
- Galbut & Galbut contrib.-reloc. Mikvah	3,500	-	3,500
- Murano Two, Ltd-Cash Bond per Agreement	242,000	-	242,000
- Other (void ck; IRS refund; Am. Bonding)	56,490	58,634	115,124
<b>Total Revenues</b>	<b>101,653,454</b>	<b>13,120,564</b>	<b>\$ 114,774,018</b>

**EXPENDITURES**

**PROJECTS**

Cobb/Courts	(15,608,223)	(752,300)	(16,360,523)
Marina	(5,725,682)	(152,352)	(5,878,034)



**Redevelopment Agency - South Pointe District**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1988 - 2005 (through March 31, 2005)**

	Prior Years	FY 2005	Total Rev./Expend.
Portofino	(11,726,826)	(237,146)	(11,963,972)
South Pointe Streetscape	(9,368,026)	(436,984)	(9,805,010)
SSDI	(6,446,941)	-	(6,446,941)
Fifth St. Beautification	(300,000)	-	(300,000)
Beach Colony (l'scape/stscape/site imprvmt)	(80,912)	-	(80,912)
Marriott	(53,061)	-	(53,061)
Washington Ave.	(469,132)	(354)	(469,486)
Design guidelines	(43,708)	-	(43,708)
MBTMA/Mobility	(32,225)	-	(32,225)
S. Pointe Zoning	(20,819)	-	(20,819)
Alaska Baywalk	(80,768)	(20,725)	(101,493)
Victory/Community Gardens	(155,961)	(1,280)	(157,241)
Washington Park	(625)	(12,500)	(13,125)
Water/Sewer Pump Station Upgrade	(47,583)	(180)	(47,763)
Flamingo S. Bid A R.O.W.	(31,479)	(2,553)	(34,032)
Potamkin Project	(7,200)	-	(7,200)
Lummus Park	-	(103,916)	(103,916)
Miscellaneous	(56,159)	-	(56,159)
<b>Total Projects</b>	<b>(50,255,330)</b>	<b>(1,720,290)</b>	<b>(51,975,620)</b>
<b><u>ADMINISTRATIVE</u></b>	<b>(6,142,359)</b>	<b>(85,972)</b>	<b>(6,228,331)</b>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<b>(13,191,941)</b>	<b>(836,500)</b>	<b>(14,028,441)</b>
<b><u>MISCELLANEOUS</u></b>			
Carner Mason settlement	(946,163)	-	(946,163)
City of Miami Beach (reimburse water main)	(74,067)	-	(74,067)
Miscellaneous	(24,503)	-	(24,503)
	<b>(1,044,733)</b>	<b>-</b>	<b>(1,044,733)</b>
<b><u>COMMUNITY POLICING</u></b>	<b>(436,555)</b>	<b>(420,080)</b>	<b>(856,635)</b>
<b>TOTAL EXPENDITURES</b>	<b>(71,070,918)</b>	<b>(3,062,842)</b>	<b>\$ (74,133,760)</b>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<b>\$ 31,624,266</b>	<b>\$ 41,681,988</b>	

**Redevelopment Agency - South Pointe District**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1988 - 2005 (through March 31, 2005)**

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- Interest income	3,032,071	326,813	3,358,884
- Loan from City	1,000,000	-	1,000,000
- Grants (Fla. Inland Navig.; shoreline restore.)	350,000	-	350,000
- Other Grants	5,000	-	5,000
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- Other (void ck; IRS refund; Am. Bonding)	56,490	58,634	115,124
<b>Total Revenues</b>	<b>101,653,454</b>	<b>13,120,564</b>	<b>\$ 114,774,018</b>
<b>Expenditures</b>			
Land acquisition	(9,444,065)	-	\$ (9,444,065)
Legal fees/costs	(7,055,232)	(175,672)	(7,230,904)
Professional services	(4,898,771)	(533,636)	(5,432,407)
Construction	(14,128,650)	-	(14,128,650)

**Redevelopment Agency - South Pointe District**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1988 - 2005 (through March 31, 2005)**

	Prior Years	FY 2005	Total Rev./Expend.
Utilities relocation	(1,873,213)	-	(1,873,213)
Environmental	(397,344)	-	(397,344)
Submerged land lease	(1,866,751)	(151,052)	(2,017,803)
Lease agreements	(6,863,371)	-	(6,863,371)
Miscellaneous	(2,155,082)	(753,600)	(2,908,682)
Property Taxes	(275,589)	(89,085)	(364,674)
Common Area Maintenance	-	(17,245)	(17,245)
Administration	(6,142,359)	(85,972)	(6,228,331)
Debt Service/loan repayment	(13,191,941)	(836,500)	(14,028,441)
Refund of Cash Bond	(242,000)	-	(242,000)
Miscellaneous Project Costs	(2,099,995)	-	(2,099,995)
Community Policing	(436,555)	(420,080)	(856,635)
	<u>(71,070,918)</u>	<u>(3,062,842)</u>	<u>\$ (74,133,760)</u>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<u>\$ 31,624,266</u>	<u>\$ 41,681,988</u>	

**CHECK & WIRE TRANSFER  
REGISTER**

**SORTED BY**

**PROJECT & TYPE OF  
EXPENDITURE**

**FOR THE MONTH ENDED  
MARCH 31, 2005**

**Redevelopment Agency - South Pointe District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
6375	10/19/04	***Void***	0.00		Administration
6415	12/13/04	***Void***	0.00		Administration
6416	12/13/04	***Void***	0.00		Administration
6459	02/25/05	***Void***	0.00		Administration
6470	03/04/05	***Void***	0.00		Administration
			<u>0.00</u>		
6398	11/17/04	Wachovia Bank	1,916.25	Annual Admin. Fees for Bond Series	Administration
			<u>1,916.25</u>		
6376	10/19/04	Department of Community Affairs	175.00	Annual Special District Fee	Administration
6388	11/15/04	Iron Mountain	44.02	Miscellaneous-storage	Administration
6391	11/15/04	Rockhurst Continuing Education	37.45	Miscellaneous	Administration
6394	11/17/04	Florida Redevelopment Association	297.50	Annual Membership Dues	Administration
6397	11/17/04	Toshiba Business Solutions	212.42	Monthly Copier Usage & Rental	Administration
6405	12/03/04	City of Miami Beach	8,561.15	Reimb CMB-MBIA Investment Svcs	Administration
6414	12/13/04	Comet Courier Corp	12.06	Misc - Courier Svcs	Administration
6417	12/13/04	City of Miami Beach	143.45	Reimb CMB	Administration
6435	01/18/05	Comet Courier Corp	22.20	Misc - Courier Svcs	Administration
6436	01/18/05	Iron Mountain	43.48	Miscellaneous-storage	Administration
6439	01/20/05	Toshiba Business Solutions	437.03	Copier Maintenance	Administration
6450	02/10/05	City of Miami Beach	1,285.85	Reimb CMB-MBIA Investment Svcs	Administration
6463	03/04/05	Comet Courier Corp	29.38	Misc - Courier Svcs	Administration
6464	03/04/05	Federal Express	18.28	Marina Fees Delivery	Administration
6468	03/04/05	KPMG, LLP	5,000.00	FY04 Audit of CMB RDA	Administration
6475	03/09/05	Comet Courier Corp	14.69	Misc - Courier Svcs	Administration
6476	03/09/05	Iron Mountain	43.48	Miscellaneous-storage	Administration
6481	03/17/05	City of Miami Beach	66.50	Reimb CMB-IT Charges	Administration
6497	03/31/05	Comet Courier Corp	17.51	Misc - Courier Svcs	Administration
6499	03/31/05	Florida International University	575.00	Training	Administration
6501	03/31/05	Iron Mountain	172.50	Miscellaneous-storage	Administration
6502	03/31/05	National Seminars Group	170.00	Training	Administration
			<u>17,378.95</u>		
6433	01/12/05	Office Depot	161.78	Office Supplies	Administration
6453	02/10/05	Office Depot	15.71	Office Supplies	Administration
6471	03/04/05	Office Depot	127.79	Office Supplies	Administration
6493	03/25/05	Office Depot	17.08	Office Supplies	Administration
			<u>322.36</u>		
Wire	10/19/04	Florida Department of Revenue	682.50	Sales Tax	Administration
Wire	11/19/04	Florida Department of Revenue	682.50	Sales Tax	Administration
Wire	12/17/04	Florida Department of Revenue	682.50	Sales Tax	Administration
Wire	01/18/05	Florida Department of Revenue	682.50	Sales Tax	Administration
Wire	02/18/05	Florida Department of Revenue	2,632.62	Sales Tax	Administration
Wire	03/18/05	Florida Department of Revenue	682.50	Sales Tax	Administration
			<u>6,045.12</u>		
6462	03/04/05	Gary A. Appel, PA	22,500.00	Natl Certif. of Ocean Beach Historic District	Administration
			<u>22,500.00</u>		
Wire	02/11/05	Fiduciary Trust International	37,809.05	Accrued interest on investment purchase	Administration
			<u>37,809.05</u>		
<b>TOTAL ADMINISTRATION</b>			<b>85,971.73</b>		
6377	10/25/04	J.C. White Office Furniture	7,073.54	Office Furniture	Community Policing
6378	10/25/04	Software House International, Inc.	804.78	Computer Software	Community Policing
6380	10/25/04	David De La Espriella	279.40	Reimb-Travel	Community Policing
6381	10/27/04	City of Miami Beach	1,589.85	Reimb CMB - Visa Charges	Community Policing
6383	11/02/04	Law Enforcement Supply	24,036.29	Lighting & Equipment	Community Policing
6384	11/09/04	Kishick Enterprises, Inc.	400.00	School Resource Liaison	Community Policing
6385	11/09/04	RMVW Enterprises, Inc.	640.00	School Resource Liaison	Community Policing
6386	11/12/04	RMVW Enterprises, Inc.	1,600.00	School Resource Liaison	Community Policing
6401	11/19/04	RMVW Enterprises, Inc.	1,575.00	School Resource Liaison	Community Policing
6400	11/18/04	Motorola	26,100.00	Six Police Vehicles Radios	Community Policing
6409	12/06/04	Kishick Enterprises, Inc.	240.00	School Resource Liaison	Community Policing

**Redevelopment Agency - South Pointe District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
6410	12/06/04	RMVW Enterprises, Inc.	1,040.00	School Resource Liaison	Community Policing
6417	12/13/04	City of Miami Beach	54.31	Reimburse CMB - Nextel Wireless	Community Policing
6420	12/16/04	RMVW Enterprises, Inc.	1,600.00	School Resource Liaison	Community Policing
6425	12/30/04	RMVW Enterprises, Inc.	1,280.00	School Resource Liaison	Community Policing
6432	01/11/05	RMVW Enterprises, Inc.	800.00	School Resource Liaison	Community Policing
6441	01/26/05	JC White Office Furniture	444.62	Office Furniture	Community Policing
6442	01/26/05	Terryfic Ad Specialties	166.16	Junior Officer Badges	Community Policing
6443	01/28/05	RMVW Enterprises, Inc.	1,280.00	School Resource Liaison	Community Policing
6444	01/31/05	City of Miami Beach	2,003.27	Reimburse CMB - Visa	Community Policing
6454	02/10/05	RMVW Enterprises, Inc.	1,600.00	School Resource Liaison	Community Policing
6455	02/10/05	Teen Job Corps	104.32	Clean up for 210 2nd street	Community Policing
6456	02/10/05	University of Central Florida	420.00	Police Exam	Community Policing
6460	02/25/05	RMVW Enterprises, Inc.	1,440.00	School Resource Liaison	Community Policing
6465	03/04/05	Florida Atlantic University	2,080.00	Training	Community Policing
6466	03/07/05	Florida Crime Prevention	325.00	Training	Community Policing
6474	03/08/05	City of Miami Beach	1,571.20	Reimburse CMB - Visa	Community Policing
6478	03/11/05	RMVW Enterprises, Inc.	1,440.00	School Resource Liaison	Community Policing
6484	03/17/05	NICP	1,875.00	Training	Community Policing
6486	03/21/05	City of Miami Beach	215,581.15	Reimb CMB - salaries, fleet	Community Policing
6487	03/21/05	David De La Espriella	173.36	Reimb-Travel	Community Policing
6488	03/21/05	Deborah Doty	87.40	Reimb-Travel	Community Policing
6489	03/21/05	Michael George	87.40	Reimb-Travel	Community Policing
6490	03/21/05	Arthur Martineau	87.40	Reimb-Travel	Community Policing
6491	03/21/05	Michelle Schweiker	87.40	Reimb-Travel	Community Policing
6492	03/25/05	Dell Marketing L.P.	7,205.40	Computers	Community Policing
6494	03/25/05	RMVW Enterprises, Inc.	1,360.00	School Resource Liaison	Community Policing
6495	03/25/05	Toshiba Business Solutions	385.77	Copier Rental	Community Policing
6500	03/31/05	Insight Public Sector	782.00	Camera and accessories	Community Policing
			<u>309,700.02</u>		
6402	11/19/04	US Wrecking & Land Clearing	800.00	Police Sub-Station	Community Policing
6403	11/23/04	F&L Construction	94,732.44	Police Sub-Station	Community Policing
6431	01/11/05	Gordian Group	1,420.99	Police Sub-Station	Community Policing
6438	01/18/05	F&L Construction	4,976.90	Police Sub-Station	Community Policing
6473	03/04/05	US Wrecking & Land Clearing	8,450.00	Police Sub-Station	Community Policing
			<u>110,380.33</u>		
<b>TOTAL COMMUNITY POLICING</b>			<b>420,080.35</b>		
Wire	12/01/04	Wachovia Bank	800,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/04	Wachovia Bank	36,500.00	Debt Service Payment-Interest	Debt Service Payment
			<u>836,500.00</u>		
<b>TOTAL DEBT SERVICE</b>			<b>836,500.00</b>		
6452	02/10/05	Florida Dept of Environmental Protection	151,051.63	Submerged Land Lease	Marina
			<u>151,051.63</u>		
6382	10/28/04	FPL	314.12	Utilities - Parking Garage	Marina
6395	11/17/04	FPL	605.38	Utilities - Parking Garage	Marina
6411	12/09/04	FPL	35.30	Utilities - Parking Garage	Marina
6482	03/17/05	FPL	345.58	Utilities - Parking Garage	Marina
			<u>1,300.38</u>		
<b>TOTAL MARINA</b>			<b>152,352.01</b>		
6389	11/15/04	Jorden Burt Berenson & Johnson LLP	1,928.01	Legal Fees	Portofino
6406	12/03/04	Jorden Burt Berenson & Johnson LLP	136.54	Legal Fees	Portofino
6412	01/18/05	White & Case	517.50	Legal Fees	Portofino
6424	12/23/04	Jorden Burt Berenson & Johnson LLP	499.14	Legal Fees	Portofino
6428	01/05/05	Tew, Cardenas, Rebak, Kellog LLP	1,350.00	Legal Fees	Portofino
6448	02/04/05	Jorden Burt Berenson & Johnson LLP	2,655.76	Legal Fees	Portofino

**Redevelopment Agency - South Pointe District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
6449	02/04/05	Tew, Cardenas, Rebak, Kellog LLP	7,464.87	Legal Fees	Portofino
6467	03/04/05	Jorden Burt Berenson & Johnson LLP	1,659.80	Legal Fees	Portofino
6477	03/11/05	City of Miami Beach	103,473.74	Reimb CMB:Greenberg Traurig	Portofino
6483	03/17/05	Jorden Burt Berenson & Johnson LLP	1,084.82	Legal Fees	Portofino
			<u>120,770.18</u>		
6396	11/17/04	Miami - Dade County Tax Collector	38,484.51	Ad Valorem Prop. Tax - Murano	Portofino
6399	11/17/04	Miami - Dade County Tax Collector	50,600.02	Ad Valorem Prop. Tax - Murano Two	Portofino
			<u>89,084.53</u>		
6437	01/18/05	O.P. Quality Construction	10,045.00	Construction - Pedestrian Bay Walk	Portofino
			<u>10,045.00</u>		
6404	11/23/04	Murano at Portofino Condo Association	13,781.82	Murano @ Portofino Garage Maintenance	Portofino
6418	12/15/04	Murano at Portofino Condo Association	1,951.41	Murano @ Portofino Garage Maintenance	Portofino
6469	03/04/05	Murano at Portofino Condo Association	1,511.80	Murano @ Portofino Garage Maintenance	Portofino
			<u>17,245.03</u>		
<b>TOTAL PORTOFINO</b>			<b>237,144.74</b>		
6472	03/04/05	Siegfried, Rivers, Lerner, De La Torre, & Sobel	79,339.41	Legal Fees	S. Pointe Streetscape
6503	03/31/05	Siegfried, Rivers, Lerner, De La Torre, & Sobel	19,035.81	Legal Fees	S. Pointe Streetscape
6504	03/31/05	Trauner Consulting Service	60,000.00	Legal Fees	S. Pointe Streetscape
			<u>158,375.22</u>		
6379	10/25/04	Wolfberg Alvarez	15,911.62	Professional Services-SP Street Ph. 2	S. Pointe Streetscape
6387	11/15/04	Hazen & Sawyer	76,492.58	Professional Services-SP Street Ph. 1-5	S. Pointe Streetscape
6419	12/15/04	Hazen & Sawyer	44,073.16	Professional Services-SP Street Ph. 1-5	S. Pointe Streetscape
6429	01/05/05	Wolfberg Alvarez	13,946.75	Professional Services-SP Street Ph. 2	S. Pointe Streetscape
6434	01/13/05	Hazen & Sawyer	41,848.25	Professional Services-SP Street Ph. 1-5	S. Pointe Streetscape
6458	02/22/05	Hazen & Sawyer	43,600.86	Professional Services-SP Street Ph. 1-5	S. Pointe Streetscape
6480	03/16/05	Hazen & Sawyer	42,736.41	Professional Services-SP Street Ph. 1-5	S. Pointe Streetscape
			<u>278,609.63</u>		
<b>TOTAL S. POINTE STREETSCAPE</b>			<b>436,984.85</b>		
6421	12/20/04	Swanke Hayden Connell Architects	8,750.00	2004 Construction Mgt/CMB CIP thru 7/2/04	Washington Park
6423	12/21/04	Swanke Hayden Connell Architects	3,750.00	2004 Construction Mgt/CMB CIP thru 9/24/04	Washington Park
			<u>12,500.00</u>		
<b>TOTAL WASHINGTON PARK</b>			<b>12,500.00</b>		
6434	01/13/05	Hazen & Sawyer	353.57	Professional Services	Washington Avenue
			<u>353.57</u>		
<b>TOTAL WASHINGTON AVENUE</b>			<b>353.57</b>		
6422	12/20/04	Groupe Pacific	458,627.00	First Street Improvements	Cobb Project
Wire	12/22/04	Bloom & Minsker	293,672.52	Library Purchase Escrow	Cobb Project
			<u>752,299.52</u>		
<b>TOTAL COBB PROJECT</b>			<b>752,299.52</b>		
6445	02/04/05	All Specialty Sales, Inc.	1,280.37	Memorial Plaque	Victory Gardens
			<u>1,280.37</u>		
<b>TOTAL VICTORY GARDENS</b>			<b>1,280.37</b>		

Redevelopment Agency - South Pointe District  
Check & Wire Transfer Register by Project & Type of Expense  
Fiscal Year 2005 (through March 31, 2005)

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
6392	11/15/04	Armor Security	2,553.87	Security Services	Alaska Baywalk
6393	11/16/04	Armor Security	2,157.81	Security Services	Alaska Baywalk
6407	12/06/04	Armor Security	196.32	Security Services	Alaska Baywalk
6413	12/09/04	Armor Security	1,374.24	Security Services	Alaska Baywalk
6430	01/10/05	Armor Security	1,374.24	Security Services	Alaska Baywalk
6446	02/04/05	Armor Security	1,374.24	Security Services	Alaska Baywalk
6457	02/18/05	Armor Security	4,024.56	Security Services	Alaska Baywalk
6461	03/04/05	Armor Security	2,061.36	Security Services	Alaska Baywalk
6485	03/21/05	Armor Security	1,472.40	Security Services	Alaska Baywalk
6496	03/31/05	Armor Security	2,061.36	Security Services	Alaska Baywalk
			<u>18,650.40</u>		
6408	12/06/04	Country Bills Lawn Maintenance	384.00	Service Contract	Alaska Baywalk
6427	01/05/05	Country Bills Lawn Maintenance	384.00	Service Contract	Alaska Baywalk
6447	02/04/05	Country Bills Lawn Maintenance	480.00	Service Contract	Alaska Baywalk
6451	02/10/05	Country Bills Lawn Maintenance	384.00	Service Contract	Alaska Baywalk
6498	03/31/05	Country Bills Lawn Maintenance	384.00	Service Contract	Alaska Baywalk
			<u>2,016.00</u>		
6390	11/15/04	The Miami Herald	60.00	Advertising	Alaska Baywalk
			<u>60.00</u>		
<b>TOTAL ALASKA BAYWALK</b>			<b>20,726.40</b>		
6479	03/15/05	Camp, Dresser, & McKee	180.00	Professional Services	Pump Station Upgrade
			<u>180.00</u>		
<b>TOTAL WATER/SEWER PUMP STATION UPGRADE</b>			<b>180.00</b>		
6434	01/13/05	Hazen & Sawyer	2,553.31	Professional Services	Washington Avenue
			<u>2,553.31</u>		
<b>TOTAL FLAMINGO S. BID A/R.O.W.</b>			<b>2,553.31</b>		
6426	01/04/05	F & L Construction	102,380.00	Professional Services	Lummus Park
6440	01/25/05	Gordian Group	1,535.70	JOC Fees	Lummus Park
			<u>103,915.70</u>		
<b>TOTAL LUMMUS PARK</b>			<b>103,915.70</b>		
<b>REPORT TOTAL</b>			<b><u>\$ 3,062,842.55</u></b>		



**ATTACHMENT “A”**

**SUMMARY OF MAJOR  
PROJECTS**

## **REDEVELOPMENT PROJECTS (Planned and/or Underway)**

### **South Pointe Projects:**

#### **Project**

**Status - as of 05/05/05**

#### **Courts and Cosmopolitan Project (Formerly the Courts of South Beach)**

A Mediterranean town-house development located between First and Second Streets and between Alton Road and Washington Avenue. The project is the subject of a Development Agreement, executed by the RDA in 1989. Phases I, II, III and V, made up of residential and commercial are complete. Phase IV, consisting of 231 residential units and 10 commercial units was substantially completed in Summer, 2004.

In conformance with the original Development Agreement, the developer completed construction of a Piazza/bus station shelter located on Alton Rd. at 2<sup>nd</sup> Street which includes landscaping and pavers. Additionally, the developer has completed streetscape improvements from Meridian to Washington on 1<sup>st</sup> and 2<sup>nd</sup> Streets. Streetscape improvements include new paving, sidewalks, drainage and landscaping and irrigation.

Since the execution of the original Development Agreement, the development rights have transitioned to two additional developers. Groupe Pacific is currently the Developer of Record.

**Total Project Cost:** Est. \$100 Million

**Total CRA participation:** Est. \$16.5 Million - Land acquisition and related administrative and construction expenses.

#### **Library Project**

As part of the Courts Settlement Agreement, the RDA exercised an option to purchase and contribute to the City of Miami Beach, a 5,000 square foot commercial condominium space in Phase I of the project, to be utilized as a Library or for other public usage that is mutually agreed to by the parties. On December 23, 2004, the RDA closed on the transaction, modifying the terms of the purchase, to provide for payment of the purchase price in full, discounted to reflect the present dollar value in the amount of \$234,580. The Library space received a Certificate of Occupancy on December 28, 2004, allowing for turn-over to the Library to proceed. The new South Shore Library opened during the week of February 21, 2005.

**Total Project Cost:** \$795,000

**Total CRA participation:** \$275,000

## **Project**

**Status - as of 05/05/05**

### **Community/Victory Garden**

In an effort to provide increased parking in the South Pointe area, and in an effort to maximize the future use of City assets, the Community Garden located at 131-139 Washington Avenue will be moved to 224 Collins Avenue. From March 2001 through September 2001, several Community meetings were held to discuss this issue with residents and City Staff. In January 2002, an Architectural and Engineering Firm (Coastal Engineering) was selected and an agreement in the amount of \$16,120 was executed, and on March 19, 2003, the Board ratified the selection of Andrew Reid as the artist for the project as recommended by the Art in Public Places Committee for a fee of \$33,800. The Garden project, which was constructed through a JOC Contractor, has been completed and final Certificate of Occupancy has been obtained. The fence construction has been completed and the Certificate of Completion was issued by the City's Building department on January 6, 2005. The community gardening program is already underway in the Garden and a formal opening and dedication was held on February 17, 2005 to unveil a memorial plaque, commemorating Joe Villari, who was active in the South Pointe neighborhood.

**Total Project Cost:** Est. \$192,200

**Total CRA participation:** Est. \$192,200

### **Portofino**

Development of the Miami Beach Marina (SSDI North & South) and several other properties owned by the Portofino Group in the South Pointe Area. Portofino's properties west of Washington Ave. are subject to a DRI and their development is conditioned by a Settlement Agreement with the RDA (1998). The first phase involving Portofino Tower, a 228-unit luxury condominium was completed in 1997. The second phase is the Yacht Club at Portofino a 361-unit luxury condominium, on the south part of the Marina (SSDI South), and the adjacent Murano Tower, a 189-unit luxury condominium, which was completed in 2002. The RDA's responsibilities relative to these developments include the reimbursement to the Developer for utility relocations, the completion and repair of the seawall and baywalk, public parking for the Marina (located in the first floor of each of the projects' parking garages) and certain streetscape improvements. The third phase, involving the construction of two luxury condominium towers, Murano Grande and Icon, which will house approximately 555 units, is underway. Murano Grande is in the process of obtaining a final CO. Construction of the ICON project is expected to be completed by mid-2005.

**Total CRA participation:** Est. \$14 Million - utility relocations, completion and repair of the seawall and baywalk, public parking for the Marina and certain streetscape improvements.

## **Project**

**Status - as of 05/05/05**

### **Temporary Alaska Parcel Baywalk**

In connection with parking lots constructed south of South Pointe Drive, and pursuant to a Planning Board Order issued on August 22, 2001, the property owner of the Alaska Parcel agreed to grant the City/RDA a temporary non-exclusive baywalk access easement over and upon the setback area solely for the purposes of public access and to allow the City/RDA to construct, operate and maintain a temporary baywalk for the duration of the period of time that the Alaska Bayfront Assemblage is utilized for temporary parking purposes. Consequently, on May 29, 2002, Resolution 421-2002 was passed appropriating \$171,000 from South Pointe Tax Increment Funds for the construction costs of a temporary **pedestrian** baywalk. On March 19, 2003, Resolution 447-2003 accepted a grant of a temporary baywalk easement, and further appropriated an amount not to exceed \$60,000 for the operation and maintenance of the baywalk. Construction of the temporary baywalk was completed in August, 2003.

**Total CRA participation:** \$231,000 for construction, operation and maintenance of baywalk.

### **Streetscape Improvements**

A \$27 million streetscape improvement project for the South Pointe Area, based on a Master Plan and preliminary design by Duany Plater-Zyberk and endorsed by South Pointe Advisory Board; Phase I of the streetscape improvements, comprising Third Street and Washington Avenue, including its two-block extension in South Pointe Park, was completed in October 2002. On September 25, 2002, the Commission approved an A/E services contract with Wolfberg Alvarez in the amount of \$469,634 for the planning and design of Phase II of the project. On February 4, 2004, the Commission approved the Basis of Design Report for Phase II and construction design is currently at 30% completion. Phase II construction is expected to begin in mid-2005 and will require approximately 16 months to complete. An RFQ was issued for AE services for Phases III, IV, and V of the project, and a selection process was undertaken, resulting in the City Commission authorizing negotiations with Chen and Associates on September 8, 2004. An agreement was reached and is being presented to the City Commission for contract award on May 18, 2005.

**Total CRA participation:** \$27 Million

## **Project**

**Status - as of 05/05/05**

### **South Pointe Park**

Preparation and implementation of Master Plan for South Pointe Park, funded by a combination of tax increment and GO Bond funds. The project will include landscaping, lighting, pedestrian paths, parking and maintenance facilities. An RFQ for required design services was issued in early 2003 but responses were subsequently rejected when it was determined that the size and shape of the park property was likely to change as a result of the Portofino settlement agreement. A settlement agreement was approved on July 28, 2004. A new RFQ was issued on September 20, 2004. An RFQ Evaluation Committee was appointed by the City Manager and on October 29, 2004 ranked Hargreaves and Associates as the top firm. On November 10, 2004 the City Commission approved negotiations with Hargreaves. A negotiation session was held on December 16, 2004 and Commission contract award was made on January 12, 2005 and an initial NTP issued on January 18, 2005. A kick-off meeting was held on February 22, 2005 and a site visit conducted on February 24, 2005. A visioning session was held on March 10, 2005 and a Community Design workshop was held on April 7, 2005. The 2<sup>nd</sup> CDW will be held on May 26, 2005.

**Total Project Cost: \$10.2 Million**

**Total CRA participation: \$3.2 Million**

### **Waste Water Booster Pump Station**

In order to address the City's need for a waste water master booster pump station, Camp Dresser & McKee, Inc. is in the process of designing a facility on the city-owned triangular property which fronts Alton Road, between First Street and Commerce Street. The City has negotiated an Amendment to the Architectural and Engineering Agreement to re-design the Project to consolidate the size of the building and its location on one site versus two, while maintaining a façade that adapts to the neighborhood. The Amendment to CDM's contract was approved at the September 8, 2004 Commission Meeting, executed, and CDM given a Notice to Proceed (NTP). CDM has commenced the design process which is scheduled to be completed within ten (10) months. Construction costs are currently estimated in the range of \$11.4 to \$14.3 million. Cost savings previously contemplated for omission of the generator are not feasible as the current codes do not allow its elimination. A meeting was held on April 28, 2005 to present the Project to the community. The City plans on presenting the 30% Construction Documents to the Design Review Board on June 21, 2005. A coordination meeting is being scheduled with the Miami-Dade County Water and Sewer Department (MDWASD) to discuss the pump station work with the new force mains to be installed in the South Beach area. This project is being fully funded by the RDA.

**Total Project Cost: TBD**

**Total CRA participation: TBD**

**Project**

**Status - as of 05/05/05**

**Art in Public Places**

The required Art in Public Places component of the Public Plaza on Washington Avenue and Third Street, has been designed and is being constructed.

**Total Project Cost: \$100,000**

**Total CRA participation: \$100,000**

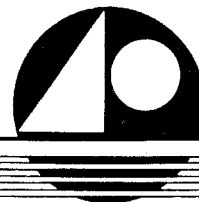
**CITY CENTER**

**REDEVELOPMENT DISTRICT**

**FINANCIAL INFORMATION**

**FOR THE MONTH ENDED**

**MARCH 31, 2005**



**May 18, 2005**

**TO: Jorge M. Gonzalez, Executive Director**

**FROM: Patricia D. Walker, Chief Financial Officer**  
**City of Miami Beach**

**SUBJECT: City Center Redevelopment District Financial Information**  
**For the Six Months Ended March 31, 2005**

At the July 15, 1998 Commission/Redevelopment Agency meeting a request was made for monthly financial information for the City Center Redevelopment District. The information has been compiled and is attached.

#### **Historical Cash Basis Financial Information**

The summary report included in the attached material, reflects that during the period from October 1, 1993 through March 31, 2005 approximately \$315,130,000 of revenues were received in the City Center District of the Redevelopment Agency ("RDA").

The primary sources of these revenues included approximately:

- \$ 108,779,000 - Bond proceeds;
- \$ 87,959,000 - Incremental Ad Valorem tax;
- \$ 27,499,000 - Loews Hotel Exercise Option;
- \$ 19,190,000 - Draws from the line of credit from the City of Miami Beach;
- \$ 17,271,000 - Resort tax contributions;
- \$ 12,562,000 - Royal Palm Land Sale;
- \$ 10,947,000 - Anchor Garage receipts;
- \$ 8,235,000 - Loews Ground Lease receipts;
- \$ 8,122,000 - Interest income;
- \$ 3,000,000 - Loan from the City of Miami Beach;
- \$ 2,700,000 - Contributions from GMCVB toward debt service payments;
- \$ 2,744,000 - Anchor Shops receipts;
- \$ 1,976,000 - Reimbursements from other state and local agencies;
- \$ 700,000 - Contribution from CMB Parking Department;
- \$ 470,000 - RDP Royal Palm Ground Lease receipts; and
- \$ 2,976,000 - From various sources.

**SOUTH POINTE**  
**Redevelopment District**

**CITY CENTER**  
**Redevelopment District**



On the expenditure side, approximately \$247,328,000 has been expended from October 1, 1993 through March 31, 2005. These approximate expenditures were primarily made in the following areas:

- \$ 96,488,000 - Debt Service Payments;
- \$ 61,516,000 - Convention Center Hotel Project (Loews Hotel);
- \$ 18,248,000 - Hotel Garage Project;
- \$ 16,353,000 - Lincoln Road/Bass Museum Loan Repayment to CMB;
- \$ 12,969,000 - African-American Hotel Project;
- \$ 9,555,000 - Collins Park Cultural Center;
- \$ 7,006,000 - Anchor Garage Operations;
- \$ 6,771,000 - Administrative Costs;
- \$ 6,189,000 - Colony Theater;
- \$ 4,047,000 - Beachwalk Project;
- \$ 2,385,000 - Secondary Pledge Repayments (Resort Tax);
- \$ 1,439,000 - Lincoln Road Project;
- \$ 1,316,000 - Washington Avenue Streetscapes;
- \$ 587,000 - Anchor Shops Operations;
- \$ 819,000 - Community Policing;
- \$ 182,000 - Movie Theater Project; and
- \$ 1,458,000 - Other Project Costs.

The cash balance as of March 31, 2005 is approximately \$67,802,000. This balance consisted of the following amounts:

- \$ 55,643,000 - Cash and Investments Balance;
- \$ 9,168,000 - Fully Funded Debt Service Reserve Accounts;
- \$ 1,175,000 - Construction Accounts; and
- \$ 1,816,000 - Portion of Debt Service Payments, Held in Trust.

JMG:PDW:MIM:jar

**SUMMARY OF**  
**CASH BASIS TRANSACTIONS**  
**FOR THE MONTH ENDED**  
**MARCH 31, 2005**

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1994 - 2005 (through March 31, 2005)**

	Prior Years	FY 2005	Total Rev./Expend.
<b>OPENING CASH/INVESTMENT BALANCE</b>	\$	\$ 38,881,436	
<b>REVENUE</b>			
- Tax increment - County	32,643,406	7,235,626	\$ 39,879,032
- Tax increment - City	38,280,639	8,641,909	46,922,548
- Tax increment (Interest) - County	19,057	-	19,057
- Tax increment - Children's Trust	572,876	565,731	1,138,607
- Bond proceeds	108,779,453	-	108,779,453
- Rental income	9,300	-	9,300
- Anchor Garage receipts	9,829,417	970,993	10,800,410
- Anchor Garage deposit card receipts	18,926	1,080	20,006
- Anchor Shops rental income	2,384,479	305,245	2,689,724
- Anchor Shops rental deposits	52,230	1,803	54,033
- Loews Facility Use/Usage Fee	126,504	-	126,504
- Loews Ground Lease Receipts	8,151,450	83,334	8,234,784
- Loew Hotel - exercise option (prepayment)	19,852,303	7,646,672	27,498,975
- RDP Royal Palm Ground Lease Receipts	433,555	36,667	470,222
- RDP Royal Palm - Sale of Land	-	12,562,278	12,562,278
- Interest income	7,513,341	608,844	8,122,185
- Resort tax contributions	16,145,531	1,125,376	17,270,907
- Bid deposits - hotels	375,000	-	375,000
- Bid deposits - cinema	100,000	-	100,000
- Loan from City	3,000,000	-	3,000,000
- Line of credit from City	19,190,000	-	19,190,000
- Cultural Campus	1,975,762	-	1,975,762
- St. Moritz Hotel - refund/reimbursement	925,450	-	925,450
- Reimbursements (GMCVB/RE taxes/Grants)	3,864,530	-	3,864,530
- St. sales tax (receipt - income for pmt. to St)	804,123	89,730	893,853
- Miami City Ballet environmental clean-up	31,698	-	31,698
- Anchor Garage insurance reimbursement	26,170	-	26,170
- Real Estate taxes refund	56,585	-	56,585
- Miscellaneous	90,791	2,024	92,815
<b>TOTAL REVENUE</b>	<b>275,252,576</b>	<b>39,877,312</b>	<b>\$ 315,129,888</b>

**EXPENDITURES**

**PROJECTS**

African-American Hotel	(12,918,651)	(50,133)	(12,968,784)
Convention Hotel	(61,516,007)	-	(61,516,007)
Hotel Garage - Construction	(18,247,976)	-	(18,247,976)
Movie Theater Project	(182,200)	-	(182,200)
Lincoln Road	(1,333,544)	(105,304)	(1,438,848)
Beachwalk	(2,903,091)	(1,143,717)	(4,046,808)

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Project**  
**Fiscal Years 1994 - 2005 (through March 31, 2005)**

	Prior Years	FY 2005	Total Rev./Expend.
Collins Park Cultural Center	(9,270,931)	(284,012)	(9,554,943)
Bus Prop. Ctr.	(159)	-	(159)
Chamber of Commerce Relocation Study	(2,000)	-	(2,000)
Colony Theater	(5,042,633)	(1,146,255)	(6,188,888)
Cultural Campus	(36)	-	(36)
East/West Corridor	(88)	-	(88)
Electrowave	(3,161)	-	(3,161)
Garden Center	(93)	-	(93)
Guidelines	(12,450)	-	(12,450)
Old City Hall	(499)	-	(499)
17th Street Surface Lot	(251,563)	-	(251,563)
Streetscapes	(324,849)	-	(324,849)
6th Street Streetscape	(577)	-	(577)
Botanical Gardens	(30,302)	-	(30,302)
Transportation Mobility Study	(32,225)	-	(32,225)
Convention Center Storm Water Improve.	(37,322)	(28,484)	(65,806)
New World Symphony	(21,611)	(2,259)	(23,870)
Washington Avenue Streetscape	(519,631)	(796,531)	(1,316,162)
Rotunda	(101,122)	-	(101,122)
R.O.W. Improvements	(35,068)	(51,748)	(86,816)
Flamingo (16 St. Corridor)	(4,721)	-	(4,721)
Water & Wastewater Pump Station	-	(30,000)	(30,000)
Bass Museum	(468,840)	(19,335)	(488,175)
<b>Total Projects</b>	<b>(113,261,350)</b>	<b>(3,657,778)</b>	<b>(116,919,128)</b>
<b><u>ADMINISTRATION</u></b>	<b>(6,560,888)</b>	<b>(210,337)</b>	<b>(6,771,225)</b>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<b>(93,053,733)</b>	<b>(5,819,257)</b>	<b>(98,872,990)</b>
<b><u>CITY OF MIAMI BEACH/LOAN REPAYMENT</u></b>	<b>(16,353,026)</b>	<b>-</b>	<b>(16,353,026)</b>
<b><u>ANCHOR GARAGE OPERATIONS</u></b>	<b>(6,271,585)</b>	<b>(734,223)</b>	<b>(7,005,808)</b>
<b><u>ANCHOR SHOPS OPERATIONS</u></b>	<b>(540,010)</b>	<b>(46,865)</b>	<b>(586,875)</b>
<b><u>COMMUNITY POLICING</u></b>	<b>(330,547)</b>	<b>(488,384)</b>	<b>(818,931)</b>
<b>TOTAL EXPENDITURES</b>	<b>(236,371,139)</b>	<b>(10,956,844)</b>	<b>\$ (247,327,983)</b>
<b>ENDING CASH/INVSTMT. BALANCE</b>	<b>\$ 38,881,436</b>	<b>\$ 67,801,904</b>	

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1994 - 2005 (through March 31, 2005)**

	Prior Years	FY 2005	Total Rev./Expend.
<b>OPENING CASH/INVESTMENT BALANCE</b>	\$	\$ 38,881,436	
<b>REVENUE</b>			
- Tax increment - County	32,643,406	7,235,626	\$ 39,879,032
- Tax increment - City	38,280,639	8,641,909	46,922,548
- Tax increment (Interest) - County	19,057	-	19,057
- Tax increment - Children's Trust	572,876	565,731	1,138,607
- Bond proceeds	108,779,453	-	108,779,453
- Rental income	9,300	-	9,300
- Anchor Garage receipts	9,829,417	970,993	10,800,410
- Anchor Garage deposit card receipts	18,926	1,080	20,006
- Anchor Shops rental income	2,384,479	305,245	2,689,724
- Anchor Shops rental deposits	52,230	1,803	54,033
- Loews Facility Use/Usage Fee	126,504	-	126,504
- Loews Ground Lease Receipts	8,151,450	83,334	8,234,784
- Loew Hotel - exercise option (prepayment)	19,852,303	7,646,672	27,498,975
- RDP Royal Palm Ground Lease Receipts	433,555	36,667	470,222
- RDP Royal Palm - Sale of Land	-	12,562,278	12,562,278
- Interest income	7,513,341	608,844	8,122,185
- Resort tax contributions	16,145,531	1,125,376	17,270,907
- Bid deposits - hotels	375,000	-	375,000
- Bid deposits - cinema	100,000	-	100,000
- Loan from City	3,000,000	-	3,000,000
- Line of credit from City	19,190,000	-	19,190,000
- Cultural Campus	1,975,762	-	1,975,762
- St. Moritz Hotel - refund/reimbursement	925,450	-	925,450
- Reimbursements (GMCVB/RE taxes/Grants)	3,864,530	-	3,864,530
- St. sales tax (receipt - income for pmt. to St)	804,123	89,730	893,853
- Miami City Ballet environmental clean-up	31,698	-	31,698
- Anchor Garage insurance reimbursement	26,170	-	26,170
- Real estate taxes refund	56,585	-	56,585
- Miscellaneous	90,791	2,024	92,815
<b>TOTAL REVENUE</b>	<b>275,252,576</b>	<b>39,877,312</b>	<b>\$ 315,129,888</b>
<b>EXPENDITURES</b>			
Administrative fees	(31,684)	-	(31,684)
Appraisal fees	(125,368)	-	(125,368)
Bid refund	(230,000)	-	(230,000)
Board up	(60,758)	-	(60,758)
Bond costs	(211,440)	-	(211,440)
Building permit fees	(173,269)	-	(173,269)
Construction	(48,196,238)	(280,120)	(48,476,358)
Delivery	(2,995)	-	(2,995)
Demolition	(203,195)	-	(203,195)
Electric service	(1,976)	-	(1,976)
Environmental	(354,908)	-	(354,908)

**Redevelopment Agency - City Center/Historic Convention Village**  
**Summary of Cash Basis Transactions by Expenditure Type**  
**Fiscal Years 1994 - 2005 (through March 31, 2005)**

	Prior Years	FY 2005	Total Rev./Expend.
Equipment rental	(55,496)	-	(55,496)
Hotel negotiation consultant	(849,243)	-	(849,243)
Hotel selection/study	(263,357)	-	(263,357)
Land acquisition	(41,240,564)	-	(41,240,564)
Legal fees/costs	(2,720,324)	(50,133)	(2,770,457)
Lighting	(53,280)	(7,526)	(60,806)
Lot clearing	(34,771)	-	(34,771)
Maintenance	(245,288)	-	(245,288)
Miscellaneous	(444,949)	-	(444,949)
Owner's representative fee & expenses	(1,823,466)	-	(1,823,466)
Postage, printing & mailing	(27,855)	-	(27,855)
Professional services	(3,619,957)	(1,143,717)	(4,763,674)
Public notice/advertisement	(26,472)	-	(26,472)
Refund of deposits	(185,000)	-	(185,000)
Reimburse closing costs to C.M.B.	(3,000,000)	-	(3,000,000)
Reimbursements	(78,041)	-	(78,041)
Relocation	(131,784)	-	(131,784)
Revitalization	(864,469)	(91,837)	(956,306)
Security guard service	(277,825)	-	(277,825)
Streetscape	(401,312)	-	(401,312)
Temporary staffing	(63,217)	(5,941)	(69,158)
Title insurance	(25,271)	-	(25,271)
Traffic parking study	(8,600)	-	(8,600)
Training, conferences & meetings	(3,268)	-	(3,268)
Travel & related expenses	(28,730)	-	(28,730)
Utilities	(328,706)	(3,892)	(332,598)
Water/Sewer (impact fees)	(25,240)	-	(25,240)
<b>Total</b>	<b>(106,418,316)</b>	<b>(1,583,166)</b>	<b>(108,001,482)</b>
<b>- Miscellaneous Projects</b>	<b>(6,843,034)</b>	<b>(2,074,612)</b>	<b>(8,917,646)</b>
<b>Total Projects</b>	<b>(113,261,350)</b>	<b>(3,657,778)</b>	<b>(116,919,128)</b>
 <b><u>ADMINISTRATION</u></b>	 <b>(6,560,888)</b>	 <b>(210,337)</b>	 <b>(6,771,225)</b>
<b><u>DEBT SERVICE/LOAN REPAYMENT</u></b>	<b>(93,053,733)</b>	<b>(5,819,257)</b>	<b>(98,872,990)</b>
<b><u>CITY OF MIAMI BEACH/LOAN REPAYMENT</u></b>	<b>(16,353,026)</b>	<b>-</b>	<b>(16,353,026)</b>
<b><u>ANCHOR GARAGE OPERATIONS</u></b>	<b>(6,271,585)</b>	<b>(734,223)</b>	<b>(7,005,808)</b>
<b><u>ANCHOR SHOPS OPERATIONS</u></b>	<b>(540,010)</b>	<b>(46,865)</b>	<b>(586,875)</b>
<b><u>COMMUNITY POLICING</u></b>	<b>(330,547)</b>	<b>(488,384)</b>	<b>(818,931)</b>
 <b>TOTAL EXPENDITURES</b>	 <b>(236,371,139)</b>	 <b>(10,956,844)</b>	 <b>\$ (247,327,983)</b>
 <b>ENDING CASH/INVSTMT. BALANCE</b>	 <b>\$ 38,881,436</b>	 <b>\$ 67,801,904</b>	

**CHECK & WIRE TRANSFER  
REGISTER**

**SORTED BY**

**PROJECT & TYPE OF  
EXPENDITURE**

**FOR THE MONTH ENDED  
MARCH 31, 2005**

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4383	10/19/04	***Void***	0.00		Administration
4444	12/08/04	***Void***	0.00		Administration
4449	12/14/04	***Void***	0.00		Administration
4455	12/20/04	***Void***	0.00		Administration
4466	12/21/04	***Void***	0.00		Administration
4534	02/09/05	***Void***	0.00		Administration
4557	03/04/05	***Void***	0.00		Administration
			<u>0.00</u>		
4428	11/24/04	Wachovia Bank	11,398.25	Annual Admin. Fees for Bond Series	Administration
			<u>11,398.25</u>		
4384	10/19/04	Department of Community Affairs	175.00	Miscellaneous (fee)	Administration
4422	11/24/04	Comet Courier Corp.	39.13	Miscellaneous	Administration
4423	11/24/04	Florida Redevelopment Association	297.50	Miscellaneous - 1/2 FY04-05 Annual Dues	Administration
4424	11/24/04	Iron Mountain Records Management	44.02	Miscellaneous-Storage	Administration
4426	11/24/04	Rockhurst University Continuing	37.45	Miscellaneous - Employee Books	Administration
4427	11/24/04	Toshiba Business Solutions	944.89	Miscellaneous-Copier Rental	Administration
4440	12/03/04	City of Miami Beach	5,428.53	Reimb CMB-MBIA Investment Svcs	Administration
4441	12/03/04	Sandra Ortiz	5.00	Reimburse for parking fees paid	Administration
4442	12/06/04	Kent Bonde	6.00	Reimburse for parking fees paid	Administration
4478	12/23/04	Iron Mountain Records Management	44.02	Miscellaneous-Storage	Administration
4488	01/10/05	Sandra Ortiz	4.42	Reimburse for postage paid	Administration
4494	01/18/05	Federal Express	14.82	Shipping	Administration
4502	01/20/05	Fienberg Fisher	38.00	Miscellaneous - Training	Administration
4506	01/21/05	Kent Bonde	15.00	Reimburse for parking fees paid	Administration
4528	02/10/05	City of Miami Beach	1,028.65	Reimb CMB-MBIA Investment Svcs	Administration
4538	02/18/05	Iron Mountain Records Management	43.48	Miscellaneous-Storage	Administration
4548	03/04/05	First American Real Estate Solutions	119.01	Real Estate Data Services	Administration
4553	03/04/05	KPMG LLP	5,000.00	Audit Fees	Administration
4555	03/04/05	Lorman Education Services	319.00	K. Bonde Finance Course	Administration
4587	03/17/05	City of Miami Beach	66.50	Reimburse CMB - IT charges	Administration
4588	03/17/05	First American Real Estate Solutions	119.01	Real Estate Data Services	Administration
4609	03/31/05	Iron Mountain Records Management	172.50	Miscellaneous-Storage	Administration
4610	03/31/05	Lorman Education Services	184.00	Training	Administration
4614	03/31/05	The Leader's Institute	795.00	Training	Administration
			<u>14,940.93</u>		
4491	01/12/05	Office Depot	161.78	Office Supplies	Administration
4530	02/10/05	Office Depot	15.71	Office Supplies	Administration
4558	03/04/05	Office Depot	127.79	Office Supplies	Administration
4600	03/25/05	Office Depot	17.08	Office Supplies	Administration
			<u>322.36</u>		
4425	11/24/04	J.B. Alhaie & Associates, Inc.	450.00	Professional Services/Legal - Reissue Ck#2766	Administration
4463	12/21/04	First Southwest Asset Management, Inc.	6,550.00	Prof. Services/Arbitrage	Administration
4468	12/21/04	Squire, Sanders & Dempsey, LLP	4,287.50	Prof. Services/Legal	Administration
4487	01/10/05	Integra Realty Resources	6,250.00	Prof. Services/Appraisal	Administration
4546	03/04/05	Boies, Schiller, & Flexner LLP	117.30	Prof. Services/Legal	Administration
4566	03/04/05	Squire, Sanders & Dempsey, LLP	4,273.75	Prof. Services/Legal	Administration
4581	03/09/05	Squire, Sanders & Dempsey, LLP	1,398.75	Prof. Services/Legal	Administration
4595	03/21/05	Integra Realty Resources	18,750.00	Prof. Services/Appraisal	Administration
			<u>42,077.30</u>		
Wire	11/22/04	Miami Beach Redevelopment Agency	3,145,000.00	Transfer to Fiduciary Trust Int'l for Investment	Administration
Wire	11/29/04	Miami Beach Redevelopment Agency	100,000.00	Transfer to Fiduciary Trust Int'l for Investment	Administration
			<u>3,245,000.00</u>		
Wire	11/05/04	Fiduciary Trust International	141,595.63	Accrued interest on investments purchased	Administration
			<u>141,595.63</u>		
<b>TOTAL ADMINISTRATION</b>			<b>3,455,334.47</b>		
4385	10/22/04	Paul Acosta	248.40	Reimb Travel Exp	Community Policing
4389	10/25/04	J.C. White Office Furniture	7,073.54	Office Furniture	Community Policing
4390	10/25/04	Miami Beach RDA - City Center	58,581.00	Reimb CCHC - 3 Crown Victorias	Community Policing
4393	10/25/04	Software House Intl	804.78	Computer Software	Community Policing
4395	10/28/04	City of Miami Beach	1,420.35	Reimb CMB - Visa Charges	Community Policing
4402	11/03/04	Law Enforcement Supply	36,036.80	Lighting & Equipment	Community Policing
4418	11/18/04	Motorola	39,150.00	Nine Police Vehicles Radios	Community Policing
4450	12/13/04	City of Miami Beach	268.51	Reimb CMB - Visa Charges	Community Policing
4459	12/21/04	Armor Security	1,374.24	Security Services - Lincoln Road	Community Policing
4514	01/26/05	Terrific Ad Specialties	166.16	Junior Police Badges	Community Policing
4519	01/31/05	City of Miami Beach	1,732.48	Reimb CMB - Visa Charges	Community Policing
4531	02/10/05	United Data Technologies	4,361.75	Printers	Community Policing



**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4532	02/10/05	University of Central Florida	70.00	Police Exam	Community Policing
4537	02/18/05	Dell Marketing	10,808.10	Computers	Community Policing
4544	03/04/05	Armor Security	12,368.16	Security Services - Lincoln Road	Community Policing
4549	03/04/05	Florida Atlantic University	520.00	Training	Community Policing
4550	03/04/05	Florida Crime Prevention Training Institute	325.00	Seminar	Community Policing
4568	03/04/05	University of Central Florida	35.00	Police Exam	Community Policing
4569	03/08/05	City of Miami Beach	5,879.44	Reimb CMB - Visa Charges	Community Policing
4589	03/17/05	NICP	1,875.00	Training	Community Policing
4593	03/21/05	City of Miami Beach	245,035.99	Reimb CMB - Officer Salaries	Community Policing
4593	03/21/05	City of Miami Beach	40,331.21	Fleet Management Chargebacks	Community Policing
4606	03/31/05	Duval Ford, Inc.	19,527.00	Ford Sedan	Community Policing
4608	03/31/05	Insight Public Sector	391.00	Cameras & accessories	Community Policing
			<u>488,383.91</u>		
<b>TOTAL COMMUNITY POLICING</b>			<b>488,383.91</b>		
Wire	02/03/05	Wachovia Bank	9,111,129.67	Tranfer for 6/05 & 12/05 D.S. (from GF)	Debt Service Funding
			<u>9,111,129.67</u>		
Wire	12/01/04	Wachovia Bank	695,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/04	Wachovia Bank	615,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/04	Wachovia Bank	580,679.38	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/04	Wachovia Bank	196,707.50	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/04	Wachovia Bank	886,372.50	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/04	Wachovia Bank	199,732.50	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/04	Wachovia Bank	185,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/04	Wachovia Bank	1,470,765.00	Debt Service Payment-Interest	Debt Service Payment
Wire	12/01/04	Wachovia Bank	725,000.00	Debt Service Payment-Principal	Debt Service Payment
Wire	12/01/04	Wachovia Bank	265,000.00	Debt Service Payment-Principal	Debt Service Payment
			<u>5,819,256.88</u>		
<b>TOTAL DEBT SERVICE</b>			<b>14,930,386.55</b>		
4421	11/24/04	Bloom & Minsker	57.00	Professional fees/legal	African-American Hotel
4439	12/03/04	Bloom & Minsker	2,060.75	Professional fees/legal	African-American Hotel
4461	12/21/04	Bloom & Minsker	6,163.20	Professional fees/legal	African-American Hotel
4526	02/10/05	Bloom & Minsker	7,318.20	Professional fees/legal	African-American Hotel
4573	03/09/05	Bloom & Minsker	12,956.40	Professional fees/legal	African-American Hotel
4605	03/31/05	Bloom & Minsker	21,578.00	Professional fees/legal	African-American Hotel
			<u>50,133.55</u>		
<b>TOTAL AFRICAN-AMERICAN</b>			<b>50,133.55</b>		
4414	11/17/04	Armor Security	16,032.22	Security Services	Anchor Garage Operations
4485	01/06/05	Armor Security	12,095.16	Security Services	Anchor Garage Operations
4486	01/06/05	Armor Security	6,119.67	Security Services	Anchor Garage Operations
4571	03/09/05	Armor Security	12,076.74	Security Services	Anchor Garage Operations
			<u>46,323.79</u>		
4472	12/22/04	Best's Maintenance & Janitorial Services, Inc.	36,968.00	Janitorial Service	Anchor Garage Operations
4505	01/21/05	Best's Maintenance & Janitorial Services, Inc.	9,242.00	Janitorial Service	Anchor Garage Operations
4572	03/09/05	Best's Maintenance & Janitorial Services, Inc.	9,242.00	Janitorial Service	Anchor Garage Operations
			<u>55,452.00</u>		
4387	10/25/04	City of Miami Beach	2,359.28	Property Management Work	Anchor Garage Operations
			<u>2,359.28</u>		
4574	03/09/05	City of Miami Beach	208.95	Fleet Management Chargebacks	Anchor Garage Operations
4587	03/17/05	City of Miami Beach	697.89	Fleet Management Chargebacks	Anchor Garage Operations
			<u>906.84</u>		
4408	11/04/04	City of Miami Beach	1,827.78	Waste & Storm Water Impact Fee October 2004	Anchor Garage Operations
4419	11/19/04	City of Miami Beach	1,367.06	Waste & Storm Water Impact Fee November 2004	Anchor Garage Operations
4462	12/21/04	City of Miami Beach	1,562.72	Waste & Storm Water Impact Fee December 2004	Anchor Garage Operations
4516	01/28/05	City of Miami Beach	1,378.96	Waste & Storm Water Impact Fee January 2005	Anchor Garage Operations
4547	03/04/05	City of Miami Beach	1,064.98	Waste & Storm Water Impact Fee February 2005	Anchor Garage Operations
			<u>7,201.50</u>		
4433	12/02/04	Waste Management of Dade County	179.01	Waste Management	Anchor Garage Operations
4438	12/03/04	Waste Management of Dade County	179.01	Waste Management	Anchor Garage Operations
4469	12/21/04	Waste Management of Dade County	179.01	Waste Management	Anchor Garage Operations
4500	01/18/05	Waste Management of Dade County	179.01	Waste Management	Anchor Garage Operations

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4533	02/10/05	Waste Management of Dade County	179.01	Waste Management	Anchor Garage Operations
4580	03/09/05	Waste Management of Dade County	11.67	Waste Management	Anchor Garage Operations
4583	03/11/05	Waste Management of Dade County	179.01	Waste Management	Anchor Garage Operations
			<u>1,085.73</u>		
4392	10/25/04	Christopher Sugrue	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4405	11/03/04	Julie Guthrie	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4406	11/03/04	Mario Guzman	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4416	11/17/04	Enrique M. Servatico	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4417	11/17/04	Kareem Tabsch	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4457	12/20/04	Robert Roselli	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4470	12/21/04	Stephen Stewart	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4475	12/22/04	Cecilia Maguna	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4507	01/21/05	A. Water Fantaseas	30.00	Return Parking Access Card Deposit	Anchor Garage Operations
4508	01/21/05	Adolfo Dominguez	20.00	Return Parking Access Card Deposit	Anchor Garage Operations
4509	01/21/05	Ted Czikowski	20.00	Return Parking Access Card Deposit	Anchor Garage Operations
4510	01/21/05	Richard Smith	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4511	01/21/05	Lauren E. Yost	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4512	01/21/05	Justina Rosario	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4518	01/28/05	Leonardo Raimondo	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4559	03/04/05	Florence Sabourin	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4560	03/04/05	Manuel Caycedo	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4561	03/04/05	Lucille Provost	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4562	03/04/05	Karen Krysiak	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4563	03/04/05	Andrew Martin	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4564	03/04/05	Hather Obrien	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4565	03/04/05	Enrique Cubillos	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4590	03/17/05	Keith Fox	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4591	03/17/05	Victor Montello	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4612	03/31/05	Richard Arnold	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
4613	03/31/05	Victor Diaz-Herman	10.00	Return Parking Access Card Deposit	Anchor Garage Operations
			<u>300.00</u>		
4407	11/04/04	BellSouth	123.40	Miscellaneous-Telephone Service	Anchor Garage Operations
4429	12/02/04	BellSouth	134.77	Miscellaneous-Telephone Service	Anchor Garage Operations
4460	12/21/04	BellSouth	125.30	Miscellaneous-Telephone Service	Anchor Garage Operations
4503	01/21/05	Atlantic Broadband	29.98	Miscellaneous-Cable Service	Anchor Garage Operations
4504	01/21/05	BellSouth	123.18	Miscellaneous-Telephone Service	Anchor Garage Operations
4535	02/18/05	Atlantic Broadband	29.98	Miscellaneous-Cable Service	Anchor Garage Operations
4545	03/04/05	BellSouth	127.94	Miscellaneous-Telephone Service	Anchor Garage Operations
4585	03/17/05	Atlantic Broadband	29.98	Miscellaneous-Cable Service	Anchor Garage Operations
4596	03/25/05	BellSouth	142.71	Miscellaneous-Telephone Service	Anchor Garage Operations
			<u>867.24</u>		
4397	10/29/04	Royce Parking Control System, Inc.	6,026.46	Equipment Replacement	Anchor Garage Operations
4436	12/03/04	Royce Parking Control System, Inc.	1,550.00	Miscellaneous-Service Contract	Anchor Garage Operations
4467	12/21/04	Royce Parking Control System, Inc.	775.00	Miscellaneous-Service Contract	Anchor Garage Operations
4513	01/21/05	Royce Parking Control System, Inc.	775.00	Miscellaneous-Service Contract	Anchor Garage Operations
4524	02/04/05	Royce Parking Control System, Inc.	660.00	Miscellaneous-Service Contract	Anchor Garage Operations
4540	02/18/05	Royce Parking Control System, Inc.	775.00	Miscellaneous-Service Contract	Anchor Garage Operations
4602	03/25/05	Royce Parking Control System, Inc.	775.00	Miscellaneous-Service Contract	Anchor Garage Operations
			<u>11,336.46</u>		
4437	12/03/04	Thyssen Krupp Elevator	3,871.91	Elevator Service	Anchor Garage Operations
4456	12/20/04	Thyssen Krupp Elevator	1,360.00	Elevator Service	Anchor Garage Operations
4541	02/18/05	Thyssen Krupp Elevator	3,541.94	Elevator Service	Anchor Garage Operations
			<u>8,773.85</u>		
4388	10/25/04	FPL	3,990.48	Electricity	Anchor Garage Operations
4431	12/02/04	FPL	3,565.54	Electricity	Anchor Garage Operations
4464	12/21/04	FPL	3,384.80	Electricity	Anchor Garage Operations
4517	01/28/05	FPL	3,942.83	Electricity	Anchor Garage Operations
4552	03/04/05	FPL	4,252.58	Electricity	Anchor Garage Operations
4598	03/25/05	FPL	2,711.52	Electricity	Anchor Garage Operations
			<u>21,847.75</u>		
4411	11/10/04	Miami-Dade County Tax Collector	397,339.10	Miscellaneous-Property Taxes	Anchor Garage Operations
4415	11/17/04	Petty Cash	16.04	Miscellaneous-Reimb Petty Cash	Anchor Garage Operations
4430	12/02/04	Brink's Incorporated	420.00	Brinks services	Anchor Garage Operations
4432	12/02/04	Hi-Rise Safety Systems	750.00	Miscellaneous-Fire alarm maint.	Anchor Garage Operations
4434	12/03/04	Brink's Incorporated	420.00	Brinks services	Anchor Garage Operations
4435	12/03/04	Country Bills Lawn Maintenance	152.00	Lawn Maintenance	Anchor Garage Operations
4476	12/23/04	Aerwax Integration	1,500.00	Miscellaneous-Fire alarm maint.	Anchor Garage Operations
4477	12/23/04	Integra Business Forms	503.56	Miscellaneous-Deposit Slips	Anchor Garage Operations
4484	01/05/05	Toledo Ticket Company	2,406.00	Miscellaneous-Parking Tickets	Anchor Garage Operations
4489	01/11/05	Brink's Incorporated	420.00	Brinks services	Anchor Garage Operations

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4490	01/11/05	Country Bills Lawn Maintenance	152.00	Lawn Maintenance	Anchor Garage Operations
4494	01/18/05	Federal Express	14.82	Shipping	Anchor Garage Operations
4515	01/28/05	Brink's Incorporated	420.00	Brinks services	Anchor Garage Operations
4520	02/04/05	Country Bills Lawn Maintenance	190.00	Lawn Maintenance	Anchor Garage Operations
4521	02/04/05	Miami Fire Equipment	9.40	Annual inspection & certification	Anchor Garage Operations
4522	02/04/05	Office Depot	404.07	Office Supplies	Anchor Garage Operations
4536	02/18/05	Brink's Incorporated	420.00	Brinks services	Anchor Garage Operations
4574	03/09/05	City of Miami Beach	152.00	Reimb CMB:Country Bills	Anchor Garage Operations
4575	03/09/05	Country Bills Lawn Maintenance	152.00	Lawn Maintenance	Anchor Garage Operations
4586	03/17/05	Brink's Incorporated	420.00	Brinks services	Anchor Garage Operations
			<u>406,260.99</u>		
4404	11/03/04	Miami Beach Redevelopment, Inc.	2,545.01	Facility Use / Usage Fee	Anchor Garage Operations
4576	03/09/05	Miami Beach Redevelopment, Inc.	14,696.67	Facility Use / Usage Fee	Anchor Garage Operations
			<u>17,241.68</u>		
4445	12/08/04	APCOA/Standard Parking	31,783.20	Salary Reimbursements	Anchor Garage Operations
4458	12/21/04	APCOA/Standard Parking	16,109.36	Salary Reimbursements	Anchor Garage Operations
4493	01/18/05	APCOA/Standard Parking	8,348.76	Salary Reimbursements	Anchor Garage Operations
4498	01/18/05	APCOA/Standard Parking	8,002.18	Salary Reimbursements	Anchor Garage Operations
4525	02/10/05	APCOA/Standard Parking	9,554.91	Salary Reimbursements	Anchor Garage Operations
4570	03/09/05	APCOA/Standard Parking	10,904.88	Salary Reimbursements	Anchor Garage Operations
4592	03/21/05	APCOA/Standard Parking	11,394.50	Salary Reimbursements	Anchor Garage Operations
			<u>96,097.79</u>		
Wire	10/19/04	Florida Department of Revenue	8,414.19	Sales Tax Payment	Anchor Garage Operations
Wire	11/19/04	Florida Department of Revenue	8,919.30	Sales Tax Payment	Anchor Garage Operations
Wire	12/17/04	Florida Department of Revenue	8,997.87	Sales Tax Payment	Anchor Garage Operations
Wire	01/18/05	Florida Department of Revenue	9,385.26	Sales Tax Payment	Anchor Garage Operations
Wire	02/18/05	Florida Department of Revenue	10,561.41	Sales Tax Payment	Anchor Garage Operations
Wire	03/18/05	Florida Department of Revenue	11,890.31	Sales Tax Payment	Anchor Garage Operations
			<u>58,168.34</u>		
<b>TOTAL ANCHOR GARAGE OPER.</b>			<b>734,223.24</b>		
4413	11/15/04	Miami Beach Community Development Corp.	6,494.22	Reimb. - Operating Exp.	Anchor Shops Oper.
4420	11/19/04	Miami Beach Community Development Corp.	4,359.86	Reimb. - Operating Exp.	Anchor Shops Oper.
4496	01/18/05	Miami Beach Community Development Corp.	7,665.80	Reimb. - Operating Exp.	Anchor Shops Oper.
4539	02/18/05	Miami Beach Community Development Corp.	3,482.06	Reimb. - Operating Exp.	Anchor Shops Oper.
4599	03/25/05	Miami Beach Community Development Corp.	3,695.90	Reimb. - Operating Exp.	Anchor Shops Oper.
			<u>25,697.84</u>		
Wire	10/19/04	Florida Department of Revenue	2,784.89	Sales Tax	Anchor Shops Oper.
Wire	11/19/04	Florida Department of Revenue	3,856.48	Sales Tax	Anchor Shops Oper.
Wire	12/17/04	Florida Department of Revenue	3,755.34	Sales Tax	Anchor Shops Oper.
Wire	01/18/05	Florida Department of Revenue	4,325.88	Sales Tax	Anchor Shops Oper.
Wire	02/18/05	Florida Department of Revenue	2,916.44	Sales Tax	Anchor Shops Oper.
Wire	03/18/05	Florida Department of Revenue	3,529.16	Sales Tax	Anchor Shops Oper.
			<u>21,168.19</u>		
<b>TOTAL ANCHOR SHOPS OPER.</b>			<b>46,866.03</b>		
4394	10/27/04	The Tower Group	250,948.15	Construction Work-Library	Collins Park Cultural Center
4396	10/28/04	URS Corporation	28,187.54	Construction Work-Library	Collins Park Cultural Center
4480	12/30/04	Robert A.M. Stern	983.70	Construction Work-Library	Collins Park Cultural Center
			<u>280,119.39</u>		
4398	11/02/04	City of Miami Beach	1,048.23	Waste & Storm Water Impact Fee - Library	Collins Park Cultural Center
4408	11/04/04	City of Miami Beach	627.39	Waste & Storm Water Impact Fee - Library	Collins Park Cultural Center
4410	11/10/04	City of Miami Beach	1,048.23	Waste & Storm Water Impact Fee - Library	Collins Park Cultural Center
4547	03/04/05	City of Miami Beach	1,168.80	Waste & Storm Water Impact Fee - Library	Collins Park Cultural Center
			<u>3,892.65</u>		
<b>TOTAL COLLINS PARK CULTURAL CENTER</b>			<b>284,012.04</b>		
4593	03/21/05	City of Miami Beach	5,138.64	Salary Reimbursement	Colony Theater Restoration
			<u>5,138.64</u>		
4400	11/02/04	McCartney Construction Company	292,899.59	Construction Costs	Colony Theater Restoration
4446	12/09/04	McCartney Construction Company	219,397.55	Construction Costs	Colony Theater Restoration
4454	12/16/04	InterAmerica Stage	56,101.68	Construction Costs	Colony Theater Restoration
4465	12/21/04	Mavco	14,395.50	Construction Costs	Colony Theater Restoration

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4473	12/22/04	Farrey's Wholesale Hardware	31,135.86	Equipment	Colony Theater Restoration
4474	12/22/04	McCartney Construction Company	146,530.04	Construction Costs	Colony Theater Restoration
4481	01/05/05	Federal Millwork	2,160.00	Construction Costs	Colony Theater Restoration
4501	01/20/05	McCartney Construction Company	79,107.08	Construction Costs	Colony Theater Restoration
4542	02/18/05	URS Construction Services	35,469.14	Construction Costs	Colony Theater Restoration
4577	03/09/05	McCartney Construction Company	251,004.94	Construction Costs	Colony Theater Restoration
4607	03/31/05	Farrey's Wholesale Hardware	46.14	Equipment	Colony Theater Restoration
			<u>1,128,247.52</u>		
4391	10/25/04	R.J. Heisenbottle Architects	1,230.50	Professional Services - 45	Colony Theater Restoration
4401	11/02/04	R.J. Heisenbottle Architects	1,230.50	Professional Services - 46	Colony Theater Restoration
4448	12/13/04	State of Florida Dept. of Mgmt. Services	1,169.00	Professional Services	Colony Theater Restoration
4483	01/05/05	R.J. Heisenbottle Architects	8,008.25	Professional Services - 47&48	Colony Theater Restoration
4523	02/04/05	R.J. Heisenbottle Architects	1,230.50	Professional Services - 49	Colony Theater Restoration
			<u>12,868.75</u>		
<b>TOTAL COLONY THEATER RESTORATION</b>			<b>1,146,254.91</b>		
4527	02/10/05	City of Miami Beach	30,933.59	Reimb CMB - Public Works/Water&Sewer	Beachwalk Project
4556	03/04/05	Nagin Gallop Figueredo, P. A.	175.00	Legal Services	Beachwalk Project
			<u>31,108.59</u>		
4443	12/06/04	R.L. Saum Construction Co.	224,627.24	Professional Services	Beachwalk Project
4452	12/15/04	Coastal Systems International, Inc.	24,105.81	Professional Services	Beachwalk Project
4479	12/30/04	Coastal Systems International, Inc.	49,448.49	Professional Services	Beachwalk Project
4497	01/18/05	R.L. Saum Construction Co.	184,435.69	Professional Services	Beachwalk Project
4499	01/18/05	R.L. Saum Construction Co.	218,861.23	Professional Services	Beachwalk Project
4529	02/10/05	Coastal Systems International, Inc.	10,141.20	Professional Services	Beachwalk Project
4567	03/04/05	The Keystone Twin, Inc	27,474.00	Professional Services	Beachwalk Project
4578	03/09/05	R.L. Saum Construction Co.	134,135.34	Professional Services	Beachwalk Project
4594	03/21/05	Coastal Systems International, Inc.	32,027.45	Professional Services	Beachwalk Project
4601	03/25/05	R.L. Saum Construction Co.	4,394.06	Professional Services	Beachwalk Project
4611	03/31/05	R.L. Saum Construction Co.	202,957.08	Professional Services	Beachwalk Project
			<u>1,112,607.59</u>		
<b>TOTAL BEACHWALK PROJECT</b>			<b>1,143,716.18</b>		
4399	11/02/04	Mercedes Electric Supply, Inc.	1,212.53	Lighting	Lincoln Road Improv. Project
4447	12/13/04	City of Miami Beach	502.42	Reimb CMB:CC Pmts to Graybar	Lincoln Road Improv. Project
4482	01/05/05	Mercedes Electric Supply, Inc.	5,811.25	Lighting	Lincoln Road Improv. Project
			<u>7,526.20</u>		
4593	03/21/05	City of Miami Beach	29,090.12	Property Mgmt Work	Lincoln Road Improv. Project
			<u>29,090.12</u>		
4403	11/03/04	Tri-State Employment Services, Inc.	2,626.56	Temporary Labor	Lincoln Road Improv. Project
4582	03/11/05	Union Temporary Services	3,313.80	Temporary Labor	Lincoln Road Improv. Project
			<u>5,940.36</u>		
4409	11/09/04	Legacy Pools of South Florida, Inc.	41,250.00	Fountain Upgrades	Lincoln Road Improv. Project
4471	12/22/04	Legacy Pools of South Florida, Inc.	9,050.00	Fountain Upgrades	Lincoln Road Improv. Project
4495	01/18/05	Legacy Pools of South Florida, Inc.	9,050.00	Fountain Upgrades	Lincoln Road Improv. Project
4604	03/28/05	Legacy Pools of South Florida, Inc.	3,396.85	Fountain Upgrades	Lincoln Road Improv. Project
			<u>62,746.85</u>		
<b>TOTAL LINCOLN ROAD IMPROVE. PROJECT</b>			<b>105,303.53</b>		
4579	03/09/05	Spillis Candela & Partners	19,335.00	Professional Services	Bass Museum
			<u>19,335.00</u>		
<b>TOTAL BASS MUSEUM PROJECT</b>			<b>19,335.00</b>		
4551	03/04/05	Florida Real Estate Decisions	284.00	Ownership List	New World Symphony
4554	03/04/05	Edward Levinson , P.A.	1,975.00	Legal Fees	New World Symphony
			<u>2,259.00</u>		
<b>TOTAL NEW WORLD SYMPHONY</b>			<b>2,259.00</b>		

**Redevelopment Agency - City Center District**  
**Check & Wire Transfer Register by Project & Type of Expense**  
**Fiscal Year 2005 (through March 31, 2005)**

Check #	Date	Payee	Amount	Type of Expense	Project or N/A
4412	11/12/04	Hazen & Sawyer	9,040.50	Construction Management	Conv. Ctr. Storm Water Imprc
4453	12/15/04	Hazen & Sawyer	4,870.59	Construction Management	Conv. Ctr. Storm Water Imprc
4492	01/13/05	Hazen & Sawyer	4,945.96	Construction Management	Conv. Ctr. Storm Water Imprc
4543	02/22/05	Hazen & Sawyer	4,818.40	Construction Management	Conv. Ctr. Storm Water Imprc
4584	03/16/05	Hazen & Sawyer	4,809.34	Construction Management	Conv. Ctr. Storm Water Imprc
			<u>28,484.79</u>		
<b>TOTAL CONV. CTR. STORM WATER IMPROV</b>			<b>28,484.79</b>		
4386	10/22/04	Ric-Man International, Inc.	625,389.05	ROW Infrastructure Improvements	Washington Ave. Streetscape
4451	12/13/04	Ric-Man International, Inc.	171,142.41	ROW Infrastructure Improvements	Washington Ave. Streetscape
			<u>796,531.46</u>		
<b>TOTAL WASHINGTON AVE. STREETSCAPE</b>			<b>796,531.46</b>		
4597	03/25/05	Chen & Associates	51,748.16	Professional Services	R.O.W.
			<u>51,748.16</u>		
<b>TOTAL R.O.W. - CONV. CENTER STSCPE</b>			<b>51,748.16</b>		
4603	03/25/05	Camp, Dresser, & McKee Inc.	30,000.00	Professional Services	Water & Wastewater Pump S
			<u>30,000.00</u>		
<b>TOTAL WATER &amp; WASTEWATER PUMP STA</b>			<b>30,000.00</b>		
<b>REPORT TOTAL</b>			<b><u>\$ 23,312,972.82</u></b>		

**ATTACHMENT “A”**

**SUMMARY OF MAJOR  
PROJECTS**

## **REDEVELOPMENT PROJECTS (Planned and/or Underway)**

### **City Center Projects:**

#### **Project**

#### **Status - as of 05/05/05**

##### **Beachwalk Project**

An at-grade, landscaped pedestrian beachwalk, connecting 21st Street to Lummus Park, designed and engineered by Coastal Systems International. The Project was permitted by the State of Florida in March, 1998. The Project was contested by a property owner and was stalled for almost 5 years in court. In November, 2001, the City received a Partial Notice to Proceed from the State of Florida as a result of a favorable finding for City by the courts. The full permit was issued in April 2002. Plans and bid specifications for the Beachwalk as well as the street-end improvements for 17th and 18th Street street-ends, which are part of the Beachwalk, have been updated and completed by the Architect. The Project was put out to bid during the last week of August 2002. Proposals were received during the last week of October. On November 13, 2002, the RDA awarded a contract to R. L. Saum Construction Co. to proceed with the project and appropriated \$3.7 million. Construction began during mid-March 2003 and is being phased as to mitigate adverse impact to area hotels and businesses fronting the beach. The Project achieved substantial completion in March 2005, which gives the Contractor 105 days to address remaining punch list items. The missing section in front of the Richmond that was held up by litigation filed by the Hotel's owners, was cleared to proceed. Plans for this piece are currently being updated by Coastal Systems prior to being permitted by DEP. Construction is anticipated to commence in Summer, 2005.

**Total Project Cost: \$4.5 Million**

**Total CRA participation: \$4.5 Million - Construction**

##### **17<sup>th</sup> & 18<sup>th</sup> Street-end Project**

The current layout of the 17<sup>th</sup> and 18<sup>th</sup> Street street-ends poses severe limitations for traffic circulation and parking, especially as it relates to the operations of the Delano and Ritz Plaza Hotels. Coastal Systems contract for the design of the Beachwalk was amended to include the development of conceptual plans and cost estimates for the extension of 17th and 18th Streets, seaward to the ECL. Plans call for extending and reconstructing both street-ends to match the Boardwalk motif. The street-end cul-de-sacs will be relocated approximately 50 to 70 feet east, respectively, to enhance the conditions of the streets and improve the street-end layout. Extension and reconstruction of the two street-ends will involve demolition and reconstruction of the public right-of-way with new curbing, paver block side-walks, asphalt pavement, striping and signage. Construction Drawings and specifications have been updated to reflect FDOT improvements and tie-ins on Collins Avenue. The Street-end Project was bid as part of the Beachwalk Project and commenced with 17<sup>th</sup> Street in August, 2004. Due to certain event-related conflicts involving area hotels, 18<sup>th</sup> Street will be delayed until Spring/Summer 2005.

**Total Project Cost (est): \$750,000**

**Total CRA participation: \$750,000 - Construction**

## **Project**

**Status - as of 05/05/05**

### **Collins Park Cultural Center**

Implementation of a Master Plan calling for the development of a new regional library, streetscape and park improvements to link cultural activities in the area, including the Bass Museum and the Miami City Ballet. Land acquisition through eminent domain was completed in January 2002 and construction documents for the remaining portions of the Cultural Campus as identified in the Master Plan have been completed. On April 10, 2002, the City awarded the construction contract for the Library to the Tower Group. Construction began in May 2002 and achieved substantial completion in October, 2004. A final Certificate of Occupancy was issued in November, 2004, and the facility was turned over to the Miami Dade County Library System on December 6, 2004. The grand opening was held on April 1, 2005. Negotiations with Stern Architects failed to reach an agreement for the design of Collins Park. As such, the scope of work for the Park was included in the Request for Qualifications for the Rotunda, which is part of the old library that will be preserved and converted into a public venue for performing arts and public functions. An RFQ process resulted in the selection MC Harry & Associates to undertake the design process. Contract negotiations were finalized and award of A/E Agreement was approved on July 28, 2004. The A/E agreement has been executed and a Notice to Proceed for Planning Services was issued on November 17, 2004. A visioning session was held on December 15, 2004 and MC Harry & Associates is preparing two design concepts. The scope of the project was amended to include streetscape on 21<sup>st</sup> Street from Park Ave. to Washington Ave. and 22<sup>nd</sup> Street from Park Ave. to Washington Court. A Community Design Workshop was held on April 21, 2005. At that meeting consensus was reached on one of the design concepts presented. The consultant is now preparing the Basis of Design Report.

**Total Project Cost:** \$18.4 Million – includes land acquisition, completed and proposed streetscape, park and surrounding infrastructure improvements.

**Total CRA participation:** \$15.3 Million.

### **Colony Theater Project**

The City has engaged the State of Florida's Department of Management Services to manage the restoration and renovation of the Colony Theater. Preliminary plans called for the removal of the rear 45 feet of existing building, construction of a new stage house, small second and third floor service areas behind the stage, a fourth floor "Backstage" area, elevator, stairs, and the addition of a new vestibule and exterior access ramp to provide ADA access to the stage. The historic preservation scope involves removing the existing marquee and storefront on Lincoln Road and restoring it to its original historic appearance and modifying the interior lobby, office and concession area to be more consistent with the building's original design. Construction drawings were completed on April 29, 2002. Due to delays with structural reviews and permitting, the Project start-up was delayed by approximately 6 months, beginning in late November, 2002.



## **Project**

**Status - as of 05/05/05**

### **Colony Theater Project, continued**

To date, vertical construction on the site of the new stage house is nearly complete and the lobby façade is well underway. On March 17, 2004, the RDA appropriated an additional \$1.6 Million towards the project to compensate for the loss of \$500,000 in State grant funds and to address certain unforeseen project costs, which is not untypical of historic renovation projects.

Construction delays are being experienced. The project as a whole is approximately 80% complete. The construction of the project is significantly behind schedule. In August 2004, the City placed a full time inspector on site to monitor the work of the contractor and to ensure that the project moves ahead in a timely manner. A new 4 party agreement has been finalized with the City, State, Contractor and Architect to ensure that the project will be substantially complete by August 2005.

**Total Project Cost: \$7.7 Million**

**Total CRA participation: \$5.5 Million - Construction**

### **New World Symphony**

The Administration has successfully negotiated a Lease and Development Agreement with the New World Symphony (NWS) regarding its proposed lease of a portion of the 17th Street Surface Parking Lot to accommodate its Sound Space design concept (the Project). As envisioned, the proposed 50,000 square foot facility will provide state-of-the-art communication and media capabilities with performance, classroom, rehearsal and broadcast space. In addition to providing a world-renowned, state-of-the-art facility, another focal point for the community, and the basis for considering the facility's location on this site, is that it will incorporate giant video screen(s) on one or more facades of the building, allowing the public to view live and recorded broadcasts from around the world. The Master Plan contemplates situating the facility on the west surface lot, just to the north of the exiting NWS Theater on Lincoln Road. On July 30, 2003, the Development Agreement between the City of Miami Beach and the New World Symphony, following a duly noticed public hearing, was approved on first reading. A second and final reading of the Development Agreement was held on September 10, 2003, together with a Resolution approving a Lease Agreement, following a separate public hearing. The NWS engaged world-renowned Architect, Frank Gehry to spearhead the design of the project.

Conceptual design alternatives for the proposed project have been submitted for review by the City Manager were subsequently reviewed by the Planning Board on May 25, 2004. On September 8, 2004, the City Commission endorsed one of three concept plan proposals, placing the facility on the west surface lot, with the main entrance/drop off located on Drexel Avenue and the garage facing Pennsylvania Avenue. The proposal calls for creative realignment of Drexel Avenue that allows it to stay open to traffic.

## **Project**

**Status - as of 05/05/05**

### **New World Symphony, continued**

Pursuant to the direction of the City Commission on September 8, 2004 and consistent with the Planning Board's August 24, 2004 recommendation that the entire two (2) blocks, including the Park, be designed as an integrated site, Gehry Partners LLP was asked to submit a proposal and cost estimate to undertake design services for the proposed Park. The proposal was submitted for review by the Finance and Citywide Projects Committee at its meeting on October 26, 2004.

The Committee recommended in favor of amending the Development Agreement between the City and NWS to expand the NWS' scope to include the design and development of the Zone 1, comprising the park, Drexel Avenue between North Lincoln Lane and 17<sup>th</sup> Street and improvements adjacent to the new garage, at the Owner's cost and expense, not to exceed \$10,000,000; Zone 2, comprising the Theater of the Performing Arts entry landscaping at the Owner's cost and expense, not to exceed \$1,150,000; and Zone 3, comprising North Lincoln Lane improvements, at the Owner's cost and expense, not to exceed \$500,000.

Separately, but related to the implementation of the 17<sup>th</sup> Street Master Plan and the realization of NWS' plans, the architectural firm of Perkins and Will has been contracted to undertake the programming and design of the City Hall Expansion Lot parking facility. On December 17, 2004, the Architect conducted an internal visioning session with the Administration, sharing initial concept plans and obtaining input to further the Project's design.

**Total Project Cost:** Soundspace - Min. \$40 million; Parking component - \$5 million; Park component - \$10 million  
**Total CRA participation:** TBD

### **City Center Right-of-Way Improvement Project**

The City Center Right of Way (ROW) Infrastructure Improvement Project is a \$19 million infrastructure project which includes the restoration and enhancement of right-of-ways/streetscapes throughout City Center, including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, potable water, and storm drainage infrastructure as needed. Proposals were received in response to an RFQ for architectural and engineering services for the planning and design of the project. The selection process resulted in a contract award to Chen and Associates by the City Commission on September 8, 2004. A project Kick Off meeting and Site Visit were held in November. The Visioning Session was held in April 2005. The first CDW is scheduled for May 24, 2005. The estimated budget for the project is \$21.1 Million, comprised of \$2.1 Million in soft costs and \$19 Million in hard construction costs.

**Total Project Costs:** \$21.1 Million  
**Total CRA participation:** \$21.1 Million

**Project****Status - as of 05/05/05****Botanical Garden Improvements**

The Miami Beach Garden Conservancy has initiated efforts to achieve accreditation of the Botanical Garden through the American Association of Museums. To this end, the Conservancy has been working with the City of Miami Beach and the RDA to define the scope of capital improvements required to achieve this goal. The City identified approximately \$1.5 Million from Series 2000 General Obligation Bonds to undertake the improvements. In July, 2003, following an RFQ selection process, EDAW was selected to undertake the planning and design of the facility. A first design workshop was held in May 2004 and a second was held on September 21, 2004. CIP staff met with EDAW in November and December to further refine a preferred concept which will be presented at a final design workshop. An additional meeting was held with EDAW on February 15, 2005 and a tentative final concept plan agreed on. The next step will be to schedule the final design workshop and finalize the master plan.

**Total Project Cost: \$1.5 million**

**Total CRA participation: None - TBD**

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**CITY OF MIAMI BEACH  
MIAMI BEACH REDEVELOPMENT AGENCY ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Chairman and Members of the Miami Beach Redevelopment Agency ratifying the award of a professional services agreement to Chen and Associates in the amount of \$2,017,009 to provide urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, design, and construction of the Phases III, IV, and V of the South Pointe Streetscape Project and further appropriating \$1,085,000 from South Pointe RDA TIF funds.

**Issue:**

Should the Redevelopment Agency ratify the award of a professional services agreement to Chen and Associates in the amount of \$2,017,009 to provide urban design, architecture, landscape architecture, engineering, and construction administration services necessary to complete the planning, design, and construction of Phases III, IV, and V of the South Pointe Streetscape Project and appropriate the required funding for this effort?

**Item Summary/Recommendation:**

The South Pointe Streetscape Improvement Project is a multi-phase, comprehensive streetscape improvement project based on a Master Plan developed and approved in 1999 and covering the entire neighborhood south of Fifth Street. Construction of Phase I was completed in 2002 and the design of Phase II is underway. There is a need to begin the planning and design of the remaining Phases III, IV, and V of the project.

The scope of work includes roadway, drainage, sidewalk and curb, lighting, landscaping and tree planting, and water line improvements. Estimated total costs are \$23 million; it is anticipated that RDA funding in this amount will be made available for the Project. On 11/25/2003, the City Commission authorized the issuance of an RFQ for engineering, urban design, and landscape architecture services needed for the planning, design, bid and award, and construction administration of Phases III, IV, and V of the South Pointe Streetscape Improvement Project.

RFQ No. 08-03/04 was issued in January 2004. Eight responses were received, and an Evaluation Committee was appointed and met and ranked Chen and Associates as the most responsive firm. On September 8, 2004, the City Commission authorized the Administration to enter into negotiations with Chen and Associates. Negotiation sessions were held and agreement reached on a required scope of services (Attachment A) to be provided for a not to exceed fee of \$2,017,009 (Attachment B). Project funding in the amount of approximately \$23,000,000 is available from the South Pointe RDA. The total fee is approximately 10.2 % of the estimated Project construction budget. The Administration recommends ratification of the award of the agreement, and appropriation of the funds.

**Advisory Board Recommendation:**

NA

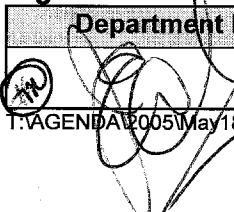
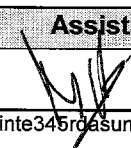
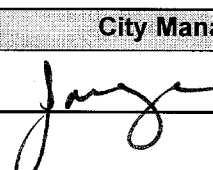
**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1	\$1,085,000	South Pointe RDA TIF	
	2			
	3			
	4			
	<b>Total</b>	\$1,085,000		

**City Clerk's Office Legislative Tracking:**

Diana Trettin, Senior Capital Projects Coordinator

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM 3A

DATE 5-18-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## MIAMI BEACH REDEVELOPMENT AGENCY MEMORANDUM

**To:** Chairman David Dermer and  
Members of the Miami Beach Redevelopment Agency

**Date:** May 18, 2005

**From:** Jorge M. Gonzalez  
Executive Director

**Subject:** **A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO CHEN AND ASSOCIATES IN THE AMOUNT OF \$2,017,009 TO PROVIDE URBAN DESIGN, ARCHITECTURE, LANDSCAPE ARCHITECTURE, ENGINEERING, AND CONSTRUCTION ADMINISTRATION SERVICES NECESSARY TO COMPLETE THE PLANNING, DESIGN, AND CONSTRUCTION OF THE PHASES III, IV, AND V OF THE SOUTH POINTE STREETSCAPE PROJECT; AND FURTHER APPROPRIATING \$1,085,000 FROM SOUTH POINTE RDA TIF FUNDS.**

### **PROJECT FUNDING**

Project funding in the amount of \$2,017,009 is available from South Pointe RDA TIF funding. A total of \$932,009 has already been appropriated, leaving the balance of \$1,085,000 to be appropriated to fully fund the agreement.

### **ADMINISTRATIVE RECOMMENDATION**

Adopt the Resolution.

### **ANALYSIS**

The South Pointe Streetscape Improvement Project is a comprehensive multi-phase street and infrastructure improvement project based on the South Pointe Master Plan developed and approved by the City in 1999. The South Pointe Master Plan includes all of the area of the City south of Fifth Street. The Master Plan identified comprehensive improvements at a conceptual level and outlined a schedule of five implementation phases.

Phase I of the Project addressed Third Street from Ocean Drive to Michigan Avenue and Washington Avenue from 5th Street to South Pointe Drive; construction of Phase I improvements was completed in 2002.

Work on design of Phase II of the project is at a 30% completion level. Phase II includes Michigan Avenue between 5th and 2nd Streets, Jefferson Avenue between 5th and 2nd Streets, Meridian Avenue between 5th and 2nd Streets, Euclid Avenue between 5th and 3rd Streets, 2nd Street between Washington and Michigan Avenues, and 4th Street between Alton Road and Washington Avenue. The scope of work for Phase II includes roadway, drainage, landscaping, streetscape, irrigation, water and sewer, electrical, and street lighting improvements.

Currently, there is a need to initiate the planning and design of the remaining Phases III, IV, and V of the Project. The terms of the agreement which governs the South Pointe Redevelopment Area are scheduled to change at the end of FY 2005 and it is important that funding commitments for RDA-funded projects be secured by that time. In order to have a reasonably accurate current planning level estimate of the cost of the remaining three project Phases, the planning process will need to be substantially complete.

Since the planning process can take between 6 months and a year to complete, it needs to be initiated as soon as possible so that an accurate funding allocation can be approved prior to the anticipated restructuring of the RDA and so that the long overdue improvements can move forward. Currently, Project costs are estimated to be approximately \$23 million dollars; it is anticipated that all Project funding will be provided through the South Pointe RDA.

The scope of work for Phases III, IV, and V of the Project includes roadway, drainage, landscaping, streetscape, irrigation, water and sewer, electrical, and street lighting improvements. The following areas are included in Phases III, IV, and V of the Project:

- 4th Street between Washington Avenue and the eastern street end
- 2nd Street between Washington Avenue and Ocean Drive
- 1st Street between Alton Road and Ocean Drive
- Commerce Street from Alton Road to Washington Avenue
- Ocean Drive and Ocean Court from 5th Street to South Pointe Drive
- Collins Avenue and Collins Court from 5th Street to South Pointe Drive
- South Pointe Drive from Alton Road to eastern street end
- Alton Road from 5th Street to South Pointe Drive
- Jefferson Avenue between South Pointe Drive and 1st Street
- Other adjacent alleys, roadways, and rights of way as determined necessary

A portion of the Project area falls within the boundaries of the City of Miami Beach Ocean Beach Historic District.

In recognition of the need to move forward with the Project, on 11/25/2003, the City Commission authorized the issuance of an RFQ for engineering, urban design, and landscape architecture services needed for the planning, design, bid and award, and construction administration of Phases III, IV, and V of the South Pointe Streetscape Improvement Project.

RFQ No. 08-03/04 was issued in January 2004. Eight responses were received, and an Evaluation Committee was appointed and met and ranked Chen and Associates as the most responsive firm. On September 8, 2004, the City Commission authorized the Administration to enter into negotiations with Chen and Associates.

Four negotiation sessions were held and agreement reached on a required scope of services (Attachment A) to be provided for a not to exceed fee of \$2,017,009 (Attachment

B). Project funding in the amount of approximately \$23,000,000 is available from the South Pointe RDA TIF funding. The fee includes direct costs and reimbursables in the amount of \$263,000. It also includes an allowance for additional services in the amount of \$52,591 for the design of several blocks within the project that, though they have been recently improved through private sector projects, may require some additional work. These charges will only be approved and incurred if deemed required during the Project planning process.

Construction Administration services, in the amount of \$388,078 for a 42 month construction period are included in the fee. Chen & Associates has agreed to include two months of additional Construction Administration services at no additional cost to the City if the Project exceeds the estimated construction schedule. At the end of the additional two months, if they are required, Chen and Associates will provide additional services at a not to exceed cost of eighty percent (80%) of the monthly cost of Construction Administration services established in the negotiated fee. If this is the case Additional Services will have to be awarded at that time.

The total fee is approximately 10.2% of the estimated Project construction budget which is within the general range of A/E cost percentages for streetscape projects that the City has been approving recently. The Administration recommends award of the agreement and appropriation of the required funds. Upon completion of Phases III, IV, and V of the South Pointe Streetscape Improvement Project, every street south of Fifth Street will have been substantially rehabilitated.

JMG:RCM:TH:JECh:KLM:DKT  
Attachments

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**SCHEDULE A**  
**CITY OF MIAMI BEACH, FLORIDA**  
**RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM**  
**SOUTH POINTE PHASE III, IV & V**  
**SCOPE OF A/E CONSULTANT SERVICES**

**CONSULTANT:** Chen and Associates Consulting Engineers, Inc.

**BACKGROUND**

The South Pointe Streetscape Improvement Project(s) consist of comprehensive, multi-phase, right-of-way and infrastructure improvements based on the South Pointe Master Plan developed and approved by the City in 1999. The South Pointe Master Plan, which addressed all of the areas south of Fifth Street, identified comprehensive improvements inclusive of roadway, drainage, landscaping, streetscape, irrigation, water, electrical, and street lighting improvements, for implementation via a five-phase process. These Phases, also referred to as Bid Packages from a construction contract perspective, are identified as follows:

- **Phase I:** Also referred to as Bid Package 12A/B, this Project area consists of Third Street from Ocean Drive to Michigan Avenue and Washington Avenue from Fifth Street to Government Cut. Construction was completed in 2002.
- **Phase II:** Also referred to as Bid Package 12C, this Project area consists of Michigan Avenue between Second and Fifth Streets, Jefferson Avenue between Second and Fifth Streets, Meridian Avenue between Second and Fifth Streets, Euclid Avenue between Third and Fifth Streets, Second Street between Washington and Michigan Avenues, and Fourth Street between Alton Road and Washington Avenue. Design is currently underway and construction is expected to commence in Year 2005.

- **Phases III, IV, and V:** Also referred to as Bid Package 12D/E/F, this Project area includes:

- Phase III (BP 12D) includes First, Second and Fourth Streets between Washington Avenue and Ocean Drive, inclusive of Collins Court and Ocean Court.
- Phase IV (BP 12E) includes Commerce and First Streets between Washington Avenue and Alton Road (except as noted herein).
- Phase V (BP 12F) includes South Pointe Drive from Alton Road to Ocean Drive, Alton Road from Fifth Street to South Pointe Drive, and Jefferson Avenue from South Pointe Drive to 1<sup>st</sup> Street.

Planning, design and construction of Phases III, IV, and V is the subject of this scope of services.

It is important to note that the terms of the agreement which govern the South Pointe Redevelopment Area are scheduled to expire at the end of FY 2005 (September 30, 2005). To this end, it is imperative that funding commitments for RDA projects be secured by that time. It is anticipated that this project shall be prepared and bid / constructed as one single Bid Package to be entitled the South Pointe Phases III, IV and V Right of Way (ROW) Improvements Project.

The Project area is described in Exhibit A. A portion of the Project area falls within the boundaries of the City of Miami Beach Ocean Beach Historic District which is illustrated in Exhibit B. In addition, this area contains portions of Stormwater Priority Basin No. 1 (Exhibit C) and Consultant's level of effort contemplates the design of four (4) drainage pump stations to address Phases 3, 4 and 5 Project Limits. In addition, water main replacements and associated fire hydrants shall be implemented in accordance with the CITY's Water Master Plan as noted on attached Exhibit D.

The CITY has contracted the services of Hazen and Sawyer, P.C. to function as PROGRAM MANAGER (PROGRAM MANAGER), and act as the CITY's agent with regard to all aspects of this scope of services. Hence, the PROGRAM MANAGER will serve as the focal point of contact with the Architectural / Engineering firm (the CONSULTANT). However, the CITY will retain contractual agreement responsibilities with the CONSULTANT.

Please note that due to the large number of projects that will be ongoing coincidentally during the Program, the CITY and PROGRAM MANAGER have developed a Program Work Plan (PWP) detailing procedures and policies for the overall ROW Program. This PWP dictates the respective responsibilities and levels of authority for all program team members. Organizational structure flowcharts and team member duties are included to establish a working understanding regarding reporting and communication relationships on the Program. The PWP includes a listing of design and construction phase deliverables from the various A/Es and Contractors, along with proposed CITY and PROGRAM MANAGER duties during the planning, design, bid, award and construction phases of the Program. One copy of the PWP will be given to the CONSULTANT, who agrees to comply with procedures set forth therein.

## **SCOPE OF SERVICES**

The purpose of the South Pointe Phases III, IV and V ROW Improvement Project is to provide for the restoration and enhancement of streetscapes and infrastructure, consistent with existing available master plans, qualified decisions of applicable CITY Departments and community preferences. The proposed project shall include potable water, and storm drainage infrastructure upgrades, streetscape work with restoration and enhancement of the neighborhood's hardscape, landscape, streetscape irrigation and lighting, potable water, and storm drainage infrastructure as needed. At this point, sanitary sewer upgrades are not anticipated as part of the Project.

Improvements may include restoration and enhancement to the function and aesthetics of the following:

- Upgrading the stormwater drainage collection and disposal system to meet the City Comprehensive Stormwater Management Program Master Plan recommendations, as prepared by CH2MHill in March 1997. This effort shall include all modeling efforts necessary to verify compliance with noted model requirements, and as may be required by the PWD and jurisdictional agencies to achieve a permittable design.
- Replacement of existing water mains to meet City Water Master Plan recommendations as noted on Exhibit D. This effort includes pipe and fire hydrant replacement designs and requisite jurisdictional permit procurement. However, hydraulic modeling efforts in support of permit applications will be provided by the PWD.

- Street reconstruction and/or resurfacing and new pavement markings.
- Swale restoration, and/or curb and gutter restoration / replacement or upgrades.
- Repair, extension, construction, or widening of sidewalks and access ramps to provide continuous, ADA compatible separated pedestrian ways.
- Installation of new pedestrian-scale street lighting and/or upgrade of existing lighting to correct deficiencies where needed.
- Provide enhanced landscaping, development of additional areas for planting opportunities, and new / enhanced irrigation to support such plantings within the street right-of-way, as consistent with community and CITY staff preferences. Also included in the scope are consideration, selection and design of street furnishings and appurtenances.
- Improving of lighting, landscaping, fencing, and/or parking, where appropriate.
- Physical and/or operational improvements to streets within the project area for the purposes of beautification, traffic calming and increasing alternative transportation routes including pedestrian and non-motorized vehicles.
- When traffic calming is the desired effect, improvements must be able to be permitted in Miami-Dade County and coordinated with the CITY's Public Works Department as well as the Transportation and Concurrency Management Division. Within multi-family areas, streets shall be designed to provide additional, organized, on-street parking to the extent allowed within each geographic areas in consideration of historic or environmental designations and community preference.

The work effort shall require that all existing and proposed aboveground improvements be coordinated with existing and proposed below underground infrastructure improvements, which may include the following tasks:

- Upgrading the drainage collection system
- Repair or replacement of water mains and sanitary sewer lines, including the new in-line sewage pump station under design in the triangle at Alton Road and

Jefferson Avenue.

- Coordination with other entities, including but not limited to, Florida Power and Light Company, BellSouth, Atlantic Broadband, and others as may exist within the public right of way
- Coordination with Private Developments that are, or will be implementing CITY approved Right of Way improvements as a part of their respective development Orders

Underground water, sewer and drainage infrastructure improvements are generally identified in: the City of Miami Beach Comprehensive Stormwater Management Program Master Plan, (March 1997), the City of Miami Beach Water System Master Plan, (November, 1994), and the Citywide Sanitary Sewer Infiltration and Inflow Mitigation Program, and in subsequent amendments to the plans and decisions of the City's Public Works Department.

The City plans to / has initiated the planning and/or design of various improvements within the South Pointe Project Area. Hence, the CONSULTANT shall coordinate its work efforts as necessary with the following, as a minimum:

- South Pointe Phase II ROW Improvements
- Miami-Dade County 54-inch diameter wastewater transmission main replacement project
- Continuum development
- Alaska Parcel development
- South Pointe Park project
- In-line sewage pump station under design in the triangle at Alton Road and Jefferson Avenue.

Total estimated construction costs budgeted for this Bid Package approximates \$19,800,000, which includes a 10% construction change order contingency that is to be held in reserve by the CITY for construction phase usage. Hence, the CONSULTANT shall be tasked with planning and designing a project to a total target construction budget of \$17,800,000. This target construction budget is funded from the South Pointe RDA.

Note that a separate Notice to Proceed is required from the CITY prior to the commencement of work on any Task.

## **TASK 1 –PLANNING SERVICES**

The purpose of this Task is to establish a consensus design concept for the referenced neighborhood that meets the needs of the community and stays within established schedule and cost parameters. In this capacity, it is important to note that subsequent to its adoption in 1999, residents have voiced significant concerns regarding proposed concepts presented in the South Pointe Master Plan. To this end, the City Commission has agreed to allow the existing Master Plan to be revisited under the scope of this Project to enable re-establishment of a consensus with residents. There is no requirement to complete a new master plan for the South Pointe Neighborhood. This task is to review the evolution of the design themes from the Master Plan, to Phase I, to Phase II, and then to adjust the design of Phases III, IV and V as appropriate. For the purposes of this Task, Consultant shall review all project corridors as noted herein.

The following presents anticipated Tasks to be performed by the CONSULTANT under the Planning Phase of the Project. Note that Tasks 1.1 through 1.4 are intended to develop a database for the performance of Community Design Workshops. A total of two Community Design Workshops shall be conducted as discussed in Task 1.5. Based on the results of the Community Design Workshops, a draft Basis of Design Report shall be developed as noted in Task 1.6. Subsequent interdepartmental and Historic Preservation Board design reviews / presentations and approvals shall be as noted in Task 1.7. A final Basis of Design Report (BODR) shall then be prepared summarizing the accepted design concept, budget level cost estimate and implementation schedule. This BODR shall be presented by the CONSULTANT to the City Commission for approval as noted in Task 1.8.

In addition, please note that to facilitate the implementation of the CITY's Public Information Program, the CONSULTANT shall provide electronic files of all project documents upon request by the CITY and / or the PROGRAM MANAGER in the original software version, as well as in an appropriately indexed .pdf format.

**Task 1.1 – Project Kick-Off Meeting:** The CONSULTANT shall meet with the CITY and PROGRAM MANAGER to review existing planning documents, discuss results of previous scoping sessions held with affected neighborhood representatives, and receive / review copies

of available reference documents. In addition, the CITY and PROGRAM MANAGER will present general discussions as to Program procedures, timelines, and budgets. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly. During this meeting, the CONSULTANT shall schedule a reconnaissance visit of the Project site, to be attended by critical CONSULTANT personnel, as well as key CITY and PROGRAM MANAGER staff.

**Deliverables:** - Attend Project kick-off meeting.

**Schedule:** - Notice-to-Proceed is issued at the Kick-Off Meeting.

**Task 1.2 – Project Site Reconnaissance Visit:** The CONSULTANT shall attend a Site Reconnaissance Visit. This site visit shall also be attended by applicable CITY and PROGRAM MANAGER staff. The site visit is intended to facilitate the CONSULTANT's understanding of the project area needs. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comments. The CONSULTANT shall finalize and distribute, accordingly.

Based on the results of the site visit, and materials presented at the Kickoff Meeting, the CONSULTANT shall develop reference images for a variety of recommended streetscape treatments that they propose for CITY consideration. As a minimum, alternative plan view treatments shall be developed for each type of different ROW width encountered within the project area. In addition, individual alternative treatments shall be developed for each similar width ROW that exhibits different characteristics (multi-family, commercial, single family, civic, etc.). Alternative treatments shall illustrate proposed improvements including, as a minimum, parking, sidewalks curbs, gutters, plantings, bulbouts, traffic calming features, lighting enhancements and similar features to allow the CITY a full understanding of proposed improvement alternatives. All such alternative treatments shall also take into account adjacent improvements as applicable. In addition, the CONSULTANT shall prepare preliminary "budget" level cost estimates (+30%, -15% as defined by the American Association of Cost Engineers) for each work component / alternative treatment, indicating opinions of probable cost. Estimates shall present costs by category types (i.e. underground utility construction, paving, lighting, landscaping, etc.) and shall be prepared in a Microsoft Excel Spreadsheet format. The PROGRAM MANAGER will provide a template for the requisite cost estimate format to the CONSULTANT for its use.

- Deliverables:**
- Attend Site Reconnaissance Project Site Visit
  - Develop alternative reference images as noted above
  - Develop "budget" level cost estimates

**Schedule:** - Within 60 working days of completion of Task 1.1 services.

**Task 1.3 – Attend "Visioning" Session:** After conducting the Site Reconnaissance Project Site Visit, developing alternative treatment / reference images and cost estimates, the CONSULTANT shall attend a "Visioning" session to be scheduled with representatives of the CITY, the CONSULTANT and PROGRAM MANAGER. The purpose of the "Visioning" session shall be to clarify project goals in preparation for Community Design Workshop (CDW) No. 1. Issues to be discussed shall include the proposed project elements (i.e. stormwater, streetscape, landscaping, electrical, etc.) budget and schedule. At this meeting, the CONSULTANT shall present its Project concepts and document input from the various CITY attendees. In this effort, the CONSULTANT shall make revisions to its proposed / selected treatments as necessary to develop a Recommended Approach as approved by the CITY. This is the approach that will be presented at the Community Design Workshop No. 1. The CONSULTANT shall prepare draft meeting minutes and forward them to the PROGRAM MANAGER for review and comment. The CONSULTANT shall finalize and distribute the final minutes accordingly.

- Deliverables:**
- Attend "Visioning" session with representatives from the CITY and PROGRAM MANAGER.
  - Revise proposed treatments and develop final materials for a Recommended Approach as approved by the CITY

**Schedule:** - Within 20 working days of Task 1.2 completion.

**Task 1.4 – Review Meeting Prior to Community Design Workshops:** After conducting the project site visit, developing reference images and cost estimates, attending the Visioning Session, addressing all CITY comments and developing the Recommended Approach, the CONSULTANT shall meet with applicable CITY and PROGRAM MANAGER staffs for a Pre-CDW meeting. The format of the Pre-CDW will require that the CONSULTANT formally present its materials (PowerPoint presentation, Figures, handout materials), to ensure the CITY that any and all concerns regarding project scope, schedule and cost parameters are addressed prior to

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scheduling the first of two Community Design Workshops. A total of two Pre-CDW meetings will be held, one before each CDW.

**Deliverables:** - Meet with representatives of the CITY and PROGRAM MANAGER during work performed for Task 1.1 through 1.3.

**Schedule:** - Through completion of Task 1.1 through 1.3.

**Task 1.5 - Community Design Workshops:** The intent of the Community Design Workshops is to provide the CONSULTANT the opportunity to present the proposed improvements (hardscape, landscape, water and stormwater components) to the community for the purpose of achieving general consensus with residents. To this end, it is anticipated that a total of two CDWs shall be conducted for the Bid Package being developed under the scope of this contract. In this effort, the CITY will schedule, find locations for, and notify residents of, all such meetings. The CONSULTANT shall prepare all materials for presentation at the workshop. At a minimum, these shall include presentation materials, "full size" specialty graphics which depict the proposed improvements, a summary of cost estimates, workshop agendas, resident comment cards and requisite copies of each. It is anticipated that the CONSULTANT shall utilize a "PowerPoint" type format for its presentation, with support from standalone graphics and handout materials. In addition, the CONSULTANT shall provide comment forms to attendees to elicit responses from residents. Also, the CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comment. The CONSULTANT shall finalize and distribute the final minutes accordingly. Each workshop is intended to address specific design issues as discussed in the following:

**Task 1.5.1 Community Design Workshop No. 1** – This workshop is intended to provide community residents with a review of the proposed project scope and budget. The CONSULTANT shall also present the proposed schedule and create a consensus plan to obtain community concurrence. The CONSULTANT shall prepare full size presentation graphics illustrating existing conditions and proposed project components developed under Tasks 1.2 and 1.3. In addition, graphics shall be prepared presenting a summary of probable costs for the various improvements and the workshop agenda. "Budget" level cost estimates shall be +30%, -15% as defined by the American Association of Cost Engineers. Based on this data, the CONSULTANT shall present the plan for proposed improvements to attendees. Applicable CITY and PROGRAM

MANAGER staffs shall also attend these meetings, and assist the CONSULTANT with responses to resident questions, as they pertain to CITY related issues. The CONSULTANT shall note reasonable design concept revision requests expressed by residents. These design concept revision requests shall be reviewed and incorporated by the Consultant into the proposed plan. Due to the fixed nature of funding on the various projects within the Program, budget limits must be adhered to. Hence, the CONSULTANT shall be prepared to discuss budgets and the various impacts of resident requested revisions on such, accordingly. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for review and comment. The CONSULTANT shall then finalize and distribute the final minutes, accordingly.

**Deliverables:** - Prepare materials, attend and conduct Community Design Workshop No. 1

**Schedule:** - Within 45 working days after completion of Task 1.4

**Task 1.5.2 Community Design Workshop No. 2** – The CONSULTANT shall prepare for and attend a second Community Design Workshop to present residents with the revised plan of proposed improvements, budget and schedule based on the input received during CDW No. 1. The CONSULTANT shall meet with applicable CITY and PROGRAM MANAGER staff as noted in Task 1.4 above, to ensure that any and all concerns regarding residents input, project scope, schedule and cost parameters received during CDW No. 1 are addressed prior to scheduling the second Community Design Workshop. The CONSULTANT shall prepare full size presentation graphics illustrating the proposed plan of improvements, along with a summary of probable costs for the improvements and the workshop agenda. "Budget" level cost estimates shall be +30%, -15% as defined by the American Association of Cost Engineers. Based on this data, the CONSULTANT shall present the information to attendees. Applicable CITY and PROGRAM MANAGER staff shall also attend these meetings, and assist the CONSULTANT with responses to resident questions, as applicable. The CONSULTANT shall note that the design concepts presented during this meeting are considered "near final" and it is the CITY's intent to consider only minor design revision requests from residents for review and incorporation into the final proposed plan. The CONSULTANT shall prepare draft meeting minutes and forward them to PROGRAM MANAGER for

review and comments. The CONSULTANT shall finalize and distribute the final minutes accordingly.

**Deliverables:** - Prepare materials and attend pre-CDW and CDW No. 2.

**Schedule:** - Within 60 working days after completion of Task 1.5.1

**Task 1.6 – Basis of Design Report (DRAFT):** The CONSULTANT shall prepare a draft Basis of Design Report (BODR) presenting the results of the Community Design Workshop(s) and final consensus / funded design plan. The BODR shall include a summary of findings and exhibit(s) illustrating all proposed improvements under the current phase of the project, inclusive of water, stormwater, streetscape and landscape. In addition, the BODR shall include sufficient detail in plans, sections, notes and key descriptions to facilitate review by the various CITY permitting and planning divisions discussed in Task 1.7.

As a minimum, the draft BODR shall include discussions and graphics illustrating:

- Executive Summary summarizing the contents of the BODR
- A section reviewing the existing conditions to be improved.
- A section reviewing the planning process and development of the final recommended funded improvement plan. This section shall include detailed presentations of all proposed improvements.
- A project implementation plan, inclusive of utility and streetscape construction phasing and traffic control details with a discussion of expected impacts to the affected neighborhood.
- Proposed water and fire hydrant improvements. A corridor study may be required if routing is not clearly indicated on existing planning documents, or if proposed routing is determined to be congested with existing improvements. Also, Consultant shall present its findings / discussion regarding the potential use of trenchless technologies to replace the existing water mains within the project limits.
- Proposed stormwater improvements for the project.

- A preliminary discussion of existing right-of-way encroachments, including the extent and locations of such.
- A section discussing general concepts which are unfunded items, but were byproducts from the planning process.
- A “budget” level cost estimate prepared in conformance with format provided by PROGRAM MANAGER. Estimates shall be provided for both current (funded) and unfunded improvements. Based upon the CONSULTANT's cost estimate, the CITY will advise the CONSULTANT if portions of the project need to be deleted, phased and/or bid as alternate bid items to satisfy existing fiscal constraints. The CONSULTANT shall revise the BODR to reflect such issues accordingly.
- A schedule for implementing the Project by phases (i.e. design, bid, award, construction) including critical issues and the time period allowed for resolving each issue.
- Discussion regarding permitting authorities having jurisdiction over Project and provide a list of permits typically retained by the Owner and / or Contractor. Unique and / or special permitting requirements shall be identified as well as permitting fees.

Ten copies of the draft BODR shall be provided to the PROGRAM MANAGER for initial review and comments and shall contain the following sections, as a minimum: Executive Summary, Purpose and Scope, Existing Conditions, Funded Improvements and Unfunded Plan, Permitting and Implementation and Cost Estimates.

**Deliverables:** - Prepare 10 copies of the draft BODR.

**Schedule:** - Within 35 working days from completion of Community Design Workshop No. 2

**Task 1.7 – Review of BODR with the CITY Departments:** The CONSULTANT shall meet to receive, present and review the draft BODR with the following CITY Departments / review entities:

- City of Miami Beach Parks and Recreation Department

- City of Miami Beach Police Department
- City of Miami Beach Planning Department
- City of Miami Beach Public Works Department
- City of Miami Beach Fire Department
- City of Miami Beach Parking Department

The CITY will forward copies of the draft BODR to the above noted Departments. Comments shall be solicited and forwarded to the CONSULTANT for review / comment / response / incorporation into the draft BODR document. It is anticipated that the CONSULTANT shall attend a total of up to two meetings with the various Department representatives to review the various Department comments. The CITY and PROGRAM MANAGER will attend the noted review meeting(s) and assist the CONSULTANT, as practicable, in obtaining approvals from noted review agencies by participating in negotiations with such authorities. However, the CONSULTANT retains final responsibility for procuring all necessary approvals, and for implementing required revisions and resubmissions as necessary. It is recognized by the CITY and PROGRAM MANAGER that the time period for obtaining approvals from the various review agencies is beyond the control of the CONSULTANT, except for issues concerning the acceptability of the proposed design concepts and the CONSULTANT's ability to respond to review agency comments. Hence, the CONSULTANT shall address and respond to comments received from the various reviews in writing, and implement requested revisions into the draft BODR, as agreed with the CITY and PROGRAM MANAGER, within ten (10) working days of receipt of comments, unless agreed to otherwise with PROGRAM MANAGER.

Upon incorporating the comments received from the various CITY Departments; the CONSULTANT shall revise its draft BODR and then present the full BODR (with requisite graphics and PowerPoint presentation materials) to the Historic Preservation Board. This presentation is intended for informational purposes only, and is not to be confused with the CONSULTANT's responsibilities regarding full / formal Historic Preservation Board presentation requirements discussed under the Design Phase Task.

- Deliverables:**
- Attend BODR review meetings.
  - Address comments and revise BODR accordingly.

- Present BODR to HPB
- Schedule:** - Within 60 working days of draft BODR completion.

**Task 1.8 - Final Basis of Design Report:** The CONSULTANT shall prepare a final BODR based on comments and revisions implemented during the reviews with the various the CITY Departments / review entities as noted in Task 1.7. This final BODR serves as the basis for development of detailed design documents as discussed in Task 2. It shall also be used as the basis for the CONSULTANT's presentation of the Final BODR to the City Commission for approval. If the City Commission directs revision to the Final BODR, the CONSULTANT shall prepare Addenda, in the CITY provided format, for distribution to all Final BODR holders, as may be required.

- Deliverables:**
  - Prepare 35 copies of a final BODR and Addendum, as necessary.
  - Present the BODR to the City Commission for approval
- Schedule:** - Within 30 working days after completion Task 1.7.

**Task 1.9 – Additional Review Meetings:**

In addition, to all required efforts noted above, the CONSULTANT shall attend and participate in up to five (5) additional meetings with those agencies / committees requesting revisions and / or other meetings as may be requested by the CITY.

**TASK 2 –DESIGN SERVICES**

The purpose of this Task is to establish requirements for the preparation of contract documents for the Project. For the purposes of this Task, design / permitting services shall not include the Meridian Avenue corridor from 1<sup>st</sup> Street to 2<sup>nd</sup> Street. Also, design / permitting services along 1<sup>st</sup> Street from Washington to Jefferson Avenues are not included in CONSULTANT's basic scope of services. Note that Task 2.1 requires that the CONSULTANT perform a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings. Task 2.2 discusses requirements for the preparation of contract documents, inclusive of drawings, specifications and front-end documents. Task 2.3 establishes requirements with regard to constructability and value engineering reviews to be performed by others. Task 2.4 establishes requirements for the preparation of opinions of total probable cost by the CONSULTANT. Task 2.5 specifies requirements for review of contract documents with jurisdictional permitting agencies prior to

finalization. Task 2.6 establishes requirements for developing final (100%) contract documents. To facilitate the implementation of a Public Information Program, the CONSULTANT shall provide electronic files of all project documents, as requested by the CITY and/or PROGRAM MANAGER for posting on the program website. The CONSULTANT shall provide the electronic files for the front-end documents, technical specifications, and construction drawings in MS-Word, AutoCAD and Adobe Acrobat file format.

Due to the large number of projects that will be ongoing coincidentally during the Program, the CITY and PROGRAM MANAGER have developed a Design Standards Manual (DSM) detailing procedures, standards and policies regarding design of all Program projects. One copy of the DSM will be provided to the CONSULTANT, who agrees to comply with all procedures set forth therein.

In addition, please note that the CONSULTANT shall submit monthly invoice requests for its services, accompanied by a design progress schedule update form as provided by the PROGRAM MANAGER. Invoices shall be prepared in a format as provided by the CITY, through the PROGRAM MANAGER. As a part of this effort, the CONSULTANT shall update and submit the schedule update form. Should the PROGRAM MANAGER determine that the CONSULTANT has fallen behind schedule; the CONSULTANT shall provide a recovery schedule that shall accelerate work to get back on schedule.

**Task 2.1 - Field Verification of Existing Conditions:** The CONSULTANT shall perform a detailed topographic survey of the existing right of way areas to be impacted by construction activities under the scope of this project. The survey shall be performed by a Professional Land Surveyor in the State of Florida and shall meet the minimum technical standards identified in Chapter 61G17-6, FAC. All survey files shall be prepared in AutoCAD Version 2000 format with a layering system as directed by the CITY in the DSM. References herein to an average 5-foot offset anticipate that the Consultant shall strive to include a 25-foot offset perpendicular to the public right-of-way along all project limits where existing site conditions permit. The intent of the 25-foot offset is to identify existing above ground information to illustrate hard objects / structures adjacent to or abutting the right-of-way so that the Contractor is aware of the urban nature of the neighborhood and to obtain spot elevations to verify drainage patterns. It is recognized that some corridors have structures abutting or adjacent to the right-of-way and that a 25-foot offset may not be realistic. As a minimum, the survey shall address the following:

- Topographic survey shall consist of establishing a baseline with 100-foot stations, and identify right-of-way monuments and sectionalized land corners. The survey baseline shall be tied into the right-of-way and sectionalized land monuments. Right-of-way information shall be obtained from available records by the CONSULTANT.
- The CONSULTANT shall set benchmarks at convenient locations along the corridor to be used during both the design and construction phases of the project. As a minimum, permanent benchmarks shall be set at 500-foot intervals along the alignment. In addition, the CONSULTANT shall tie-in at least two existing government County monuments to vertical circuit and shall take cross sections at 100-foot intervals along all project corridors. The benchmarks shall be derived from existing government benchmarks and be carried into the proposed system using Second Order, Class II procedures. A full listing of benchmark locations shall accompany the survey data.
- Cross section elevations shall define all grade breaks such as intersections, swale, edge of pavement, pavement centerline, curb and gutter, edges of sidewalk, driveway connections, right-of-way line, edge of 25-foot right-of-way offset onto private property, encroachments (both natural and built-in), etc.
- The CONSULTANT shall locate and identify all existing surface improvements / topographic features that are visible along the corridor and within a 25-ft right of way offset, including but not limited to the following:
  - Existing valve boxes, water / electrical meter boxes, electrical pull boxes, telephone / cable risers, fences, hydrants, etc.
  - Aboveground and underground utilities, invert elevations of accessible underground utilities, roof drains, wood / concrete utility poles, culverts, guardrails, pavement limits, headwalls, endwalls, manholes, vaults, mailboxes, driveways, side streets, trees, landscaping, traffic signage and any other noted improvements. Survey shall identify fence material / height, landscaping plant materials and driveway construction materials. Landscaping materials with a trunk diameter greater than 6 – inches in



diameter shall be identified individually. Materials with smaller diameters shall be illustrated in groupings.

- Corridors to be surveyed include all CITY public rights-of-way within the South Pointe Phase III, IV and V Project areas as shown on Exhibit A, including the 25-ft right of way offset..
- Survey limits shall include the entire right-of-way and an additional overlap of 25-feet on either side of the right-of-way, to the extent practicable.
- Topographic survey / base map shall be prepared in AutoCAD Version 2000 and submitted on recordable Compact Disk with one signed and sealed copy on 22-inch by 34-inch bond paper. Note that all standards from the DSM shall apply to the development of the survey document. In addition, the CONSULTANT shall submit 3 copies of a preliminary Draft Survey for CITY and PROGRAM MANAGER review and comment. The CONSULTANT shall prepare a final survey submittal package based on addressing any / all comments submitted through this review process, to the satisfaction of the CITY. All CAD mapping shall be performed to a scale of 1:1 in the World Coordinate System. Text size shall be 100 Leroy for a final product at 1=20 units.
- The Survey shall include Lot / Block number and address of lots and properties abutting the perimeter of the right of way.
- Survey shall indicate geometry of perimeter private property plats (inclusive of fences, landscaping and driveways) within the specified 25-ft offset and the survey shall identify the dimension of lots abutting the right of way.

Upon completion and acceptance of the final survey, the CONSULTANT shall forward same to the following agencies with a request to mark / identify respective utilities on the survey base map. The CONSULTANT shall coordinate this effort with each agency in an effort to identify the location of all existing underground utilities. The CONSULTANT shall incorporate utility owner markups / edits into its survey base map file. The CONSULTANT shall contact the following entities and request that they each verify locations of their existing improvements in the affected areas:

- Florida Power and Light Company

- BellSouth
- Miami-Dade Water and Sewer Authority
- Atlantic Broadband (formerly Charter Communications)
- Natural Gas provider
- City of Miami Beach Public Works Department
- Others as deemed necessary by the CONSULTANT

The CONSULTANT shall also request information regarding any future proposed improvements by each agency. To facilitate tracking of the progress made in this work effort, the CONSULTANT shall copy the PROGRAM MANAGER on all correspondence with each agency. In addition, the CONSULTANT shall keep a readily accessible and properly labeled / collated file of all correspondence and markups provided to it by the various agencies for reference use by the CITY, PROGRAM MANAGER and/or CONSULTANT, during construction. A copy of this properly labeled / collated file shall be provided to the PROGRAM MANAGER upon request.

Based on the collected data, the CONSULTANT shall develop detailed design base maps for the project. The maps shall include an overall key map and partial plans scaled at 1-inch equals 20 feet (or a scale that better suits the project requirements subject to CITY approval).

**Deliverables:** - Perform forensic work as noted to develop final survey maps. Deliver three (3) draft and five (5) final signed and sealed surveys to the PROGRAM MANAGER.

**Schedule:** - Within 80 working days after Task 2 - Design Phase Notice to Proceed.

**Task 2.2 – Detailed Design:** The CONSULTANT shall prepare all contract documents in compliance with DSM standards. Proposed drawing list is provided as Exhibit E.

Technical specifications shall be prepared in conformance with Construction Specifications Institute (CSI) formats. The PROGRAM MANAGER, through the DSM, shall furnish the CONSULTANT with standard CITY specification outlines for Divisions 1, 2, 3 and 15 as noted in the DSM. In addition, for reference purposes, the City has provided copies of its standard Job

Order Contract (JOC) specifications via the DSM. The CONSULTANT shall refrain from referencing or amending FDOT, or other reference standard specifications, for inclusion in the detail design documents. The CONSULTANT shall provide additional sections that the CONSULTANT may require, not already provided through the CITY standards / DSM, subject to review and comment by the CITY and/or PROGRAM MANAGER. Any supplier listings required by specifications shall include a minimum of two named suppliers and shall meet all applicable CITY and State of Florida procurement codes. Specifications shall be provided to the CONSULTANT in "Microsoft MS-Word" format. In addition, the CONSULTANT shall use the same software in all project related work. In addition, the CONSULTANT shall utilize base front-end documents provided by the CITY. The CONSULTANT shall edit accordingly to result in a project specific document. Any requirements for Supplementary General Conditions shall be subject to review and acceptance by the CITY.

The CONSULTANT shall attend monthly Design Progress Meetings with CITY and PROGRAM MANAGER staff.

For purposes of this Scope of Services, the following will be considered the minimum effort to be provided by the CONSULTANT for establishing detail design milestone submittals. Note that CITY review procedures, and CONSULTANT responsibilities associated with such, are discussed under Task 2.3:

- The 30% design completion stage milestone shall consist of the completed survey / base map work as identified in Task 2.1 with all proposed funded improvements identified in the approved BODR illustrated in plan view at a scale of 1-inch equals 20 feet. A key map shall also be provided on all sheets that illustrates the relationship between the drawings and their respective location within the project area. A Table of Contents identifying the anticipated technical specifications to be incorporated into the work shall also be submitted.

It is important to note that as a part of the 30% design completion stage effort, the CONSULTANT shall prepare a detailed tabulation of all encroachments (hardscape and softscape) within the public right-of-way in the project area. The tabulation shall be presented in a format that identifies those encroachments that exist within the right-of-way and do not require removal in order to construct the project and those encroachments required to be removed in order to implement the project components. This tabulation shall include, at a minimum, description

of the encroachment, location (block / lot number and physical address), a description identifying the encroachment, and a justification / reason why the encroachment must be removed (to be provided only for those encroachments required to be removed to implement the project components). The PROGRAM MANAGER will provide the CONSULTANT with an "Excel" spreadsheet template for mandatory use in preparation of the listing. Please note that the CONSULTANT shall be required to submit a "Draft" listing for review and comment, and make subsequent revisions as noted by the CITY, prior to submitting a Final Encroachment listing.

- The 60% design completion stage milestone shall consist of plan and profile views of all proposed improvements, with all applicable sections and construction details. Note that the corresponding profile for each plan view shall be included on the same sheet as the plan view. Separate Plan and Profile sheets will not be acceptable. In addition, a small scale key map will be provided on each sheet to allow the reviewer the ability to readily identify the location of the sheet within the Project area. Prior to the preparation of the 60% design completion stage drawings, the CONSULTANT shall incorporate changes to its design based upon its underground utility verification efforts and review comments received, as noted in Task 2.3. In addition, the CONSULTANT shall include draft technical specifications and a draft schedule of prices bid (bid form) identifying the items to be bid by the prospective contractors with the submittal. Also, this submittal shall include the CONSULTANTs "Budget" level opinion of probable cost as defined by the American Association of Cost Engineers with the submittal.

It is anticipated that the CITY will be at or near completion of reviewing the CONSULTANT's final encroachment listing. When completed, the listing will be returned to the CONSULTANT, who will revise its documents to reflect final CITY direction on the acceptance / rejection of CONSULTANT recommendations regarding the disposition of encroachments on the project. The CONSULTANT shall demonstrate compliance with this requirement at the 90% design completion stage submittal noted below.

- The 90% design completion stage milestone shall consist of a near final construction document set including the front-end documents (general and

supplemental conditions), technical specifications and construction drawings for all work proposed to be completed. The CONSULTANT shall include detailed construction sequencing restrictions for the PROGRAM MANAGER's review with this submittal. Prior to the preparation of the 90% design completion stage drawings, the CONSULTANT shall incorporate changes to its design based upon review comments received, as noted in Task 2.3 below. In addition, the CONSULTANT shall provide its "Definitive" level opinion of probable cost as defined by the American Association of Cost Engineers with this submittal.

- The 100% design completion stage milestone shall consist of the 90% documents updated to include all constructability and design review comments as may be provided by the CITY, PROGRAM MANAGER and/or jurisdictional review agency. This set of documents will be used by the CONSULTANT to implement City of Miami Beach Building Department Permitting Reviews as noted in the PWP.

**Deliverables:** - Furnish fifteen (15) sets each of the 30, 60, 90 and 100 percent design completion stage documents to PROGRAM MANAGER, as applicable (ten full size and five half size for each submittal)

- Prepare and update project invoices and schedule tracking spreadsheets, on a monthly basis.
- Attend monthly design progress meetings with CITY and PROGRAM MANAGER staff.

**Schedule:** - Complete 30 percent document submittal within 80 working days after the Task 2 – Design Phase Notice to Proceed.

- Complete 60 percent document submittal within 160 working days after Task 2 - Design Phase Notice to Proceed.

-Complete 90 percent document submittal within 240 working days after Task 2 - Design Phase Notice to Proceed.

-Complete 100 percent document submittal within 300 working days after Task 2 - Design Phase Notice to Proceed.

**Task 2.3 – Design / Constructability Review:** To verify that the CONSULTANT is in compliance with required BODR, DSM and PWP requirements, the CITY will conduct a series of design submittal reviews on all design project documents, inclusive of cost estimates at the 30, 60 and 90% design completion stage submittals. Note that the 100% design completion stage submittal will be used by the CONSULTANT to permit the project through all internal CITY reviews as noted in the PWP.

The purpose of these reviews shall be to verify that the documents are consistent with the design intent. These documents shall be furnished as bound 8-1/2-inch by 11-inch technical specifications and full-size (22-inch by 34-inch) and half size (11-inch by 17-inch) drawings as noted in the Task 2.2 deliverables. The PROGRAM MANAGER and applicable CITY Departments shall perform reviews on these documents and provide written comments (in "Excel" spreadsheet format) back to the CONSULTANT.

Following receipt of comments by the CONSULTANT, a meeting may be scheduled between the CITY, the CONSULTANT and PROGRAM MANAGER, to discuss the intent and review of the comments. Subsequently, the CONSULTANT shall address how each comment was resolved, to the PROGRAM MANAGER, within 10 working days after the review session and/or receipt of the comments. The responses shall be in the spreadsheet format provided to the CONSULTANT. In addition, the CONSULTANT shall revise its documents to address all review comments accordingly, to the satisfaction of the CITY.

In addition, the PROGRAM MANAGER will perform constructability reviews of the design documents relative to value, construction sequencing and bid format. These reviews shall be based upon 60 and 90 percent design submittals received from the CONSULTANT and shall be conducted concurrently but separately from the 30, 60 and 90 percent design reviews noted above. These constructability review meetings shall be held with the CONSULTANT and the CITY representatives to discuss the CONSULTANT's proposed construction sequencing restrictions, and bid formats, and shall be performed by the PROGRAM MANAGER.

The CONSULTANT shall note that the CITY's / PROGRAM MANAGER's review of the contract documents does not relieve the CONSULTANT from its responsibility to the CITY with regard to the quality and completeness of its contract documents.

- Deliverables:**
- Attend meetings with the CITY and PROGRAM MANAGER staff to review and discuss design constructability and value comments.
  - Prepare written responses to comments made during reviews.
- Schedule:**
- Complete concurrently with 300 working day Design Phase schedule.

**Task 2.4 – Cost Opinions:** The CONSULTANT shall prepare opinions of probable construction costs for the 60 and 90% design completion stage submittals, as well as the final (100 percent) completion stage submittal. The accuracy of the cost estimate associated with the 60 percent completion stage shall be +30% to –15% (i.e. 30% over / 15% under the actual amount) “Budget” Level as defined by the American Association of Cost Engineers. The accuracy of the cost estimate associated with the 90 and 100 percent completion stage submittals shall be a +15% to –5% (i.e. 15% over / 5% under the actual amount) “Definitive” Level Estimates as defined by the American Association of Cost Engineers. All estimates shall be submitted in Microsoft “Excel” format in accordance with the template supplied by the PROGRAM MANAGER. All estimates shall be furnished bound in 8-1/2-inch by 11-inch size. Based upon the CONSULTANT’s cost estimate, the CITY will advise the CONSULTANT if portions of the project need to be deleted, phased and/or bid as alternate bid items to satisfy existing fiscal constraints (based upon CONSULTANT’s analysis and recommendations). In this effort, the CONSULTANT may be required to attend a series of meetings and develop alternative cost savings options for CITY consideration, if the estimates show that the projected project cost will exceed the target budget. The CONSULTANT shall revise the contract documents to reflect necessary revisions to meet budget parameters at no additional cost accordingly.

- Deliverables:**
- Furnish six (6) sets of 60, 90 and 100 percent completion stage cost estimates to PROGRAM MANAGER concurrently with the design submittals noted in Task 2.2.
  - Attend meetings with the CITY and PROGRAM MANAGER staff to review and discuss cost estimates. This Task includes development of any required cost savings alternatives, and implementation / revision of documents to

address such items, as necessary to meet established budget parameters.

**Schedule:** - Complete concurrently with 300 working day Design Phase schedule.

#### **Task 2.5 – Community Design Review Meetings**

The CONSULTANT shall attend and participate in Community Design Review Meetings (CDRMs) to review the design progress and concept at different progress levels during the design. The CITY will schedule, find locations for, and notify residents of all such meetings. The CONSULTANT shall prepare draft meeting minutes and forward them to the PROGRAM MANAGER, who shall review, provide comments and distribute, accordingly. The CONSULTANT shall prepare for, attend and present its documents at up to two (2) CDRMs. Meetings shall be scheduled at the 60% and 90% design completion stages. Note that presentation format shall consist of a brief Power Point presentation to review Project status, highlights, funding, schedules, plus review of full size plans for the project. The CONSULTANT shall provide sufficient staff at the meeting to address concerns by residents at multiple plan stations. It is anticipated that the CONSULTANT will attend Pre-CDRM meetings with CITY and PROGRAM MANAGER staffs to review the proposed format of the presentation for each planned CDRM.

**Task 2.6 - Document Revisions:** Based upon the input provided by the residents at the CDRM, the CONSULTANT shall incorporate necessary contract document revisions, as approved by the CITY.

**Task 2.7 – Permitting Reviews:** The CONSULTANT shall prepare applications and such documents and design data as may be required to procure approvals from all such governmental authorities that have jurisdiction over the Project. CONSULTANT's drainage design concept anticipates the use of Class V, Group 6 drainage wells. CONSULTANT's effort contemplates the necessary supporting documentation to respond to agency requests for information as they relate to all technical aspects of the proposed installation and operation to obtain a Class V, Group 6 Construction and Authorization to Operate permit on behalf of the CITY. The CITY will pay all permit fees. The CONSULTANT shall participate in meetings, submissions, resubmissions and negotiations with such authorities. The CONSULTANT shall respond to comments by such authorities within ten working days of receipt of comments unless



a different time is agreed to by PROGRAM MANAGER. It is the intent of this scope of services that the CONSULTANT be the responsible party for formally transmitting and receiving permits to and from the respective jurisdictional authorities. However, since the PROGRAM MANAGER is to track and monitor progress on the preparation and review of permits and subsequent requests for information, the CONSULTANT shall copy the PROGRAM MANAGER on all permit related correspondence. This includes CONSULTANT generated minutes from meetings held with related parties. The PROGRAM MANAGER will forward copies of such documents to the CITY as appropriate. It is recognized by CITY that the time period required for obtaining permits is beyond the control of the CONSULTANT, except with regard to issues concerning the permissibility of the proposed design and the CONSULTANT's ability to respond to permitting agency requests for information in a timely manner. At the time of scope preparation, the following governmental authorities that have or may have jurisdiction over Project have been identified:

- United States Environmental Protection Agency
- U.S. Army Corps of Engineers
- Florida Department of Transportation
- Florida Department of Environmental Protection
- South Florida Water Management District
- Miami-Dade Water and Sewer Authority
- Miami-Dade Department of Public Works
- Miami-Dade Department of Health and Rehabilitative Services
- Miami-Dade Department of Environmental Resource Management
- The City of Miami Beach Building Department
- The City of Miami Beach Planning Department
- The City of Miami Beach Public Works Department
- The City of Miami Beach Historic Preservation Board

Note that the CITY's failure to identify governmental authorities that have jurisdiction over Project at this time does not relieve the CONSULTANT from the responsibility to procure all requisite permits. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate by the CITY.

- Deliverables:**
- Correspond with noted jurisdictional authorities to establish permitting requirements.
  - Revise documents and respond to permitting inquiries as required.
  - Attend meetings with the CITY, PROGRAM MANAGER and/or permitting agency staff as required to review, discuss and finalize permit procurement
- Schedule:**
- Complete concurrently with 300 working day Design Phase schedule.

**Task 2.8 – The CONSULTANTS QA/QC of Design Documents:** The CONSULTANT shall establish and maintain an in-house Quality Assurance / Quality Control (QA/QC) program designed to verify and ensure the quality, clarity, completeness, constructability and biddability of its contract documents. To this end, the CONSULTANT shall provide the CITY and PROGRAM MANAGER with a written narrative detailing its QA/QC program tasks and how it is to be implemented over the course of this project. The CITY and/or PROGRAM MANAGER, at its discretion may require that the CONSULTANT attend meetings to review the status and present results of its QA/QC efforts. Items to be addressed may include, but shall not be limited to, review of specifications by respective technical experts and a "Redi-check" type review of the documents to identify conflicts and inconsistencies between the various project disciplines.

### **TASK 3 –BIDDING AND AWARD SERVICES**

Please note that the Tasks below address the level of service required for a traditional Advertise / Bid / Award process. As an alternative to this traditional bidding process outlined herein, the City may consider implementing the project via the Job Order Contract (JOC) system. If such decision is made, it is understood that the Consultant's hours assigned to traditional bidding tasks would be re-distributed, on a not to exceed basis, to complete tasks related to procurement of the job through the JOC system, including, but not limited to the following:

- Participation at the Joint Scope Meeting
- Assistance in filling out JOC standard forms, including Brief Request for Proposal and Notice to Proceed (Suggested Language Only. City to input forms into system)
- Review of JOC unit cost proposal
- Participation in negotiation meetings with JOC Contractor

Note that all other duties of the CONSULTANT are not affected by the use of the JOC system.

**Task 3.1 - Construction Contract Document Review:** The CONSULTANT shall assist the CITY in bidding and award of each construction contract. The PROGRAM MANAGER, through the CITY, shall transmit contract documents prepared by the CONSULTANT to the CITY's Risk Management, Legal and Procurement Departments for verification of appropriate insurance, form and bonding requirements. The CONSULTANT shall assist PROGRAM MANAGER in this effort by providing three copies of the complete Contract Document set (drawings and specifications) and participating in meetings, submissions, resubmissions and discussions with these departments, as necessary. The CONSULTANT shall address and re-submit corrections to any CITY comments within ten calendar days of receipt of comments unless a different time schedule is agreed to by the PROGRAM MANAGER. The CONSULTANT's compensation has been based upon one meeting with these departments. If JOC system is used, repackaging of contract documents is included in this Task.

**Task 3.2 - Bid Document Delivery:** The CONSULTANT shall provide the PROGRAM MANAGER with reproducible, camera ready, sets of contract documents for each bid package. The CITY Procurement Department shall reproduce documents and handle the advertising, distribution, sale, maintenance of plan holder lists and other aspects of bid document delivery to prospective Bidders.

**Task 3.3 - Pre-Bid Conference and Bid Opening:** The PROGRAM MANAGER will conduct one pre-bid conference. The CONSULTANT shall attend and participate in the pre-bid conference and bid opening as may be required.

**Task 3.4 - Addenda Issuance:** The CONSULTANT shall provide, through the PROGRAM MANAGER, timely responses to all inquiries received by the CITY from prospective bidders. These responses shall be prepared as written addenda, with the format for such addenda as

provided to the CONSULTANT by PROGRAM MANAGER. These queries and responses shall be documented and a record of each shall be transmitted to the PROGRAM MANAGER on a same day basis. The CONSULTANT shall prepare necessary addenda as requested by PROGRAM MANAGER. The CITY will distribute addenda to all plan holders of record accordingly.

**Task 3.5 - Bid Evaluation:** Within five calendar days of receipt of bids, the CITY will forward Bids to the CONSULTANT, who in turn shall evaluate bids for completeness, full responsiveness and price, including alternative prices and unit prices, and shall make a formal written recommendation to the CITY regarding the award of the contract. Non-technical bid requirements shall be evaluated by others.

This scope of services includes no allowance for the CONSULTANT's time to assist the CITY in the event of a bid protest. To the proportionate extent the CONSULTANT's services are required in the event of a bid protest, due to a direct action or lack thereof by the CONSULTANT, the CONSULTANT shall participate in such activities at no additional cost to the CITY.

**Task 3.6 - Contract Award:** The CONSULTANT shall provide eight (8) sets of Construction Contract Documents, inclusive of Addenda, for execution by the CITY and the successful bidder within five calendar days of request by the CITY.

**Task 3.7 – As- Bid Contract Documents:** After contract award and prior to the preconstruction conference, the CONSULTANT shall prepare As-Bid construction contract documents, which incorporate the following items into the construction contract documents:

- Contractor's bid submittals, including but not limited to, bid proposal, insurance, licenses, etc.
- Amend / modify front-end documents and / or technical specifications to incorporate changes made via contract addenda.
- Revise construction contract drawings to include modifications / revisions incorporated via contract addenda.

The CONSULTANT shall prepare As-Bid construction contract documents and reproduce fifteen (15) sets for distribution to PROGRAM MANAGER within ten (10) calendar days after City Commission approval / contract execution.

The following apply to Task 3.1 through 3.7:

- Deliverables-**
- Attend and participate in Pre-bid conferences and bid openings.
  - Respond to questions from prospective bidders and prepare Addenda for distribution by others.
  - Prepare recommendation of award letter
- Provide eight (8) sets of contract documents for contract execution
- Prepare As-Bid contract documents and reproduce fifteen (15) sets and forward to PROGRAM MANAGER.
- Schedule:**
- Upon receipt of Task 3 Bidding and Award Services Notice to Proceed and within 120 working days

#### **TASK 4 –CONSTRUCTION ADMINISTRATION SERVICES**

The CONSULTANT shall perform the following tasks related to the construction administration of the Project(s). These tasks shall be performed during the duration of all construction. Due to the extensive amount of detailed procedures required to properly manage construction projects, the PROGRAM MANAGER has developed a Construction Management Manual (CMM) for the construction phase of the Infrastructure Improvement Program. This CMM augments the general program guidelines established in the Project Work Plan (PWP), as provided to the CONSULTANT by the PROGRAM MANAGER at the commencement of the Project, and provides uniform procedures and guidelines for managing the interface between the CITY, Contractor, PROGRAM MANAGER and CONSULTANT staffs.

It is anticipated that the construction timeframe for Bid Package 12D/E/F will approximate 42 months. The CONSULTANT's compensation is based upon the administration of this construction duration.

**Task 4.1 – Pre-Construction Conferences:** The CONSULTANT shall attend one pre-construction conference if one contractor is used, or up to three (3) preconstruction conferences if the JOC method is used for contracting. The PROGRAM MANAGER will prepare and

distribute meeting minutes to all attendees and other appropriate parties. At this meeting, it is anticipated that the PROGRAM MANAGER will issue a Limited Notice to Proceed. A final Notice to Proceed shall be issued upon receipt of a final schedule and procurement of all applicable construction permits from the Contractor.

**Deliverables:** - Attend and participate in one to three pre-construction conferences.

**Schedule:** - As scheduled by PROGRAM MANAGER after receipt of Task 4 Notice to Proceed.

**Task 4.2 – Weekly Construction Meetings:** The CONSULTANT shall attend weekly construction meetings with the Contractor(s), PROGRAM MANAGER and applicable CITY representatives for the duration of the construction. The purpose of these meetings shall be to review the status of construction progress, shop drawing submittals and contract document clarifications and interpretations. In addition, the Contractor shall furnish a two-week look ahead work schedule to allow for proper coordination of necessary work efforts. These meetings shall also serve as a forum for discussion of construction issues, potential changes / conflicts and any other applicable matters. The meetings may include site visits to visually observe / address construction related concerns that may result from discussion during the construction meeting. Note that these site visits shall be separate and distinct from the “Specialty Site Visits” discussed under Task 4.6. The PROGRAM MANAGER will prepare and distribute meeting minutes to all attendees and other appropriate parties.

**Deliverables:** - Attend and participate in weekly construction progress meetings for the Bid Package

**Schedule:** - Weekly throughout the project duration.

**Task 4.3 – Requests for Information / Contract Document Clarification (RFIs / CDCs):** The PROGRAM MANAGER will receive, log and process all RFIs / CDCs. Whenever an RFI involves the interpretation of design issues or design intent, the PROGRAM MANAGER will forward the RFI to the CONSULTANT, who shall prepare a written response in a timely matter and return it to the PROGRAM MANAGER. In addition, the CONSULTANT may be requested by the PROGRAM MANAGER to prepare and forward CDCs should certain items within the

contract documents require clarification. Note that the CITY will hold the CONSULTANT directly responsible for any impacts resulting from untimely responses.

**Deliverables:** - Respond to those RFI's that involve design interpretations and return to PROGRAM MANAGER's office. Issue CDCs as required.

**Schedule:** - Ongoing throughout project construction duration for the Bid Package.

**Task 4.4 – Requests for Changes to Construction Cost and/or Schedule:** The PROGRAM MANAGER will receive, log and review all requests for project cost and/or schedule changes from the Contractor(s). Such requests may be the result of unforeseen conditions, interferences identified by the Contractor(s) during the routine progress of work, inadvertent omissions (betterment) issues in the contract documents, permitting requirements that arise after the contract award, and/or additional improvements requested by the CITY. Regardless of the source, the PROGRAM MANAGER will evaluate the general merit of the request, as well as perform a cursory review of the potential impact of the change in terms of project cost and schedule. The PROGRAM MANAGER will also forward the request to the CONSULTANT, who shall provide a written opinion as to the merit / value of the request. It is understood that no legal claims assistance or support services are inferred by the work effort noted under this Task.

**Deliverables:**

- Perform independent review of request for cost increase and/or time extension.
- Coordinate and participate in meetings, as required, with the PROGRAM MANAGER, CITY and Contractor to resolve and/or negotiate the equitable resolution of request. Provide written opinion and / or recommendation upon request.
- Prepare change order documentation in CITY directed format

**Schedule:** - Ongoing throughout project construction duration for the Bid Package.

**Task 4.5 – Processing of Shop Drawings:** The PROGRAM MANAGER will receive, log and distribute shop drawings to the CONSULTANT for its review. The CONSULTANT shall have 14 calendar days from the time of receipt in its office, to review and return shop drawings to the PROGRAM MANAGER's office. Note that the CITY will hold the CONSULTANT directly responsible for any impacts resulting from untimely review of submittals.

**Deliverables:** - Review Shop Drawings and return them to PROGRAM MANAGER's office.

**Schedule:** - Ongoing throughout project construction duration.

**Task 4.6 – Field Observation Services:** The PROGRAM MANAGER will provide field staff to observe the construction of the work. The CONSULTANT shall provide specialty site visits by various design disciplines (civil, mechanical, landscaping, etc...) on an as requested basis. For the purposes of this scope of services, it is assumed that monthly specialty site visits are included for the duration of the construction project (42 months).

**Deliverables:** - Provide monthly specialty site visits.

**Schedule:** - Ongoing throughout project construction duration for both Bid Packages.

**Task 4.7 – Project Closeout:** Upon receiving notice from the PROGRAM MANAGER advising the CONSULTANT that a Project is substantially complete, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall conduct an overview of the Project. The overview shall include development of a "punch list" of items needing completion or correction prior to consideration of final acceptance. The PROGRAM MANAGER will develop the list with assistance from the CITY and the CONSULTANT. The list shall be forwarded to the Contractor. For the purposes of this Task, please note that substantial completion shall be deemed to be the stage in construction of the Project where the Project can be utilized for the purposes for which it was intended, and where minor items may not be fully completed, but all items that affect the operational integrity and function of the Project are capable of continuous use.

Upon notification from the PROGRAM MANAGER that all remaining "punch list" items have been resolved, the CONSULTANT, in conjunction with appropriate CITY and PROGRAM MANAGER staff, shall perform a final review of the finished Project. Based on successful



completion of all outstanding work items by the Contractor(s), the CONSULTANT shall assist in closing out the construction contract. This shall include a final punch list walk throughs for verification of completion.

**Deliverables:** -Attend field meetings to review substantial and final completion and assist in development of "punch lists".

**Schedule:** -At the Substantial and Final completion of each project

## **TASK 5 – ADDITIONAL SERVICES**

**Task 5.1 – Additional Meetings with Property Owners:** At the request of the CITY, CONSULTANT shall attend up to ten (10) additional meetings with CITY representatives to discuss or resolve particular aspects of the project. CONSULTANT shall prepare meeting minutes for each meeting,

**Task 5.2 – First Street Design & Permitting:** At the request of the CITY, CONSULTANT shall prepare design plan submittals to prepare a survey and incorporate streetscape and utility improvements to the First Street corridor from Washington to Jefferson Avenues in accordance with the basic scope of services. This corridor is not included in the basic scope of services since the adjacent developer has recently implemented improvements.

**Task 5.3 – Meridian Avenue Design & Permitting:** At the request of the CITY, CONSULTANT shall prepare design plan submittals to prepare a survey and incorporate streetscape and utility improvements to the Meridian Avenue corridor from First to Second Street in accordance with the basic scope of services. This corridor is not included in the basic scope of services since the adjacent developer has recently implemented improvements.

## **TASK 6 - REIMBURSABLES**

**Task 6.1 – Reproduction Services:** The CONSULTANT shall be reimbursed at the usual and customary rate for reproduction of reports, contract documents and miscellaneous items, as may be requested by the CITY. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project.

**Task 6.2 – Travel and Subsistence:** The CONSULTANT shall be reimbursed at the United States Internal Revenue Service established rate for travel and subsistence, up to the maximum

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not-to-exceed amount as noted. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project.

**Task 6.3 – Surveying:** The CONSULTANT shall arrange for and coordinate the efforts of licensed surveyors to prepare a topographical survey of all CITY public rights-of-way within the project limits to meet the intent of the approved project Scope. This effort shall meet the requirements set forth in Task 2.1 and CONSULTANT contemplates approximately 19,100 linear feet of corridor to be surveyed. Unused amounts in this allowance shall be credited back to the CITY at the completion of the project. Prior to initiating the work, CONSULTANT shall provide subconsultant fee proposals for the estimated work effort to the CITY for CITY review and approval.

**Task 6.4 - Geotechnical Evaluation:** The CONSULTANT shall contract the services of a professionally licensed geotechnical firm to perform asphalt pavement cores, boring / test excavations as necessary to ascertain pavement and soil conditions. Specifically, the CONSULTANT shall procure the services of a geotechnical engineer to perform 750 LF of Standard Penetration Test Borings, 20 exfiltration tests, 100 asphalt / limerock cores, 25 sieve analyses, 10 soil permeability tests and an engineering report which utilizes this geotechnical information to identify recommendations for pavement design, pipe trench and backfill requirements, and stormwater management considerations. The scope of such services shall be subject to review and acceptance by the CITY. Costs shall be limited to a \$50,000 not-to-exceed amount. Unused amounts shall be credited back to the CITY at the completion of the project.

**Task 6.5 – Underground Utility Verification:** The CONSULTANT shall contract the services of an underground utility location service to perform approximately 181 vacuum extraction excavations, in an effort to better identify existing underground conditions where work is to be performed. Actual locations shall be as directed by the CONSULTANT, subject to CITY review and acceptance. Costs shall be limited to a \$50,000 not-to-exceed amount. Unused amounts shall be credited back to the CITY at the completion of the project. CONSULTANT and CITY acknowledge that the anticipated level of effort was based upon a unit price of \$275 per vacuum extraction excavation. Prior to initiating the work, CONSULTANT shall provide subconsultant fee proposals for the estimated work effort to the CITY for CITY review and approval.

**Task 6.6 – Hydrogeological Permitting Assistance:** The CONSULTANT shall retain the services of professional engineer and / or professional geologist that are experienced with the hydrogeologic conditions of the south Florida area. This subconsultant shall assist the CONSULTANT in developing proper responses to the State of Florida Department of Environmental Protection during the Group V, Class 6 disposal well permitting for construction and authorization to operate. Tasks may include the development of a report that presents background geologic conditions for the project area and its surroundings, site specific hydrogeological data as well as any other data that the Consultant determines is necessary to satisfy the reasonable assurance requirements of the State of Florida Department of Environmental Protection.

### **Minimum Design Features To Be Shown On Drawings**

The CONSULTANT shall note that the following criteria indicate the minimum design standards to be shown on drawings. The CONSULTANT is encouraged to review and recommend changes as it deems necessary, subject to the review and acceptance of the CITY and the PROGRAM MANAGER.

#### *Paving, Grading and Drainage Plans*

- Show existing grade / topography, centerline roadway, edge of pavement, back of sidewalk, top of curb, gutter flow line
- Show proposed grade along the centerline of the road at 50-ft centers, limits of road work, inlets, curb and gutter and sidewalk
- Show limits of demolition / removal
- Show limits of proposed work
- Identify all surface features of all existing and proposed work
- Identify driveway locations
- Identify proposed structures
- Identify linear footage of pipe, pipe invert elevation, diameter and material
- Proposed flow drainage / directional arrows
- Stormwater collection pipe profiles oriented on the same sheet as the plan view

#### *Paving, Grading and Drainage Details*

- Show proposed cross sections with topographical information at key locations
- Identify the following minimum information on cross sections:
  - Existing utilities
  - Proposed road slope, lane width, sidewalk width and surface features within the right-of-way
  - Road construction details for the sub-base and base and asphalt
  - Proposed utility locations
- Conflict manhole detail
- Manhole details
- Driveway replacement section
- Catch basin details
- Exfiltration trench details
- Drainage pipe trench detail
- Restoration Details – All pipes
  - Roadway

- Sidewalk
- Curb and gutter

### *Water Distribution Plans*

#### *General*

- Identify existing utilities
- Show future utilities proposed by others
- Identify trees / landscaping to remain in place
- Provide profiles oriented on the same page as the plan view

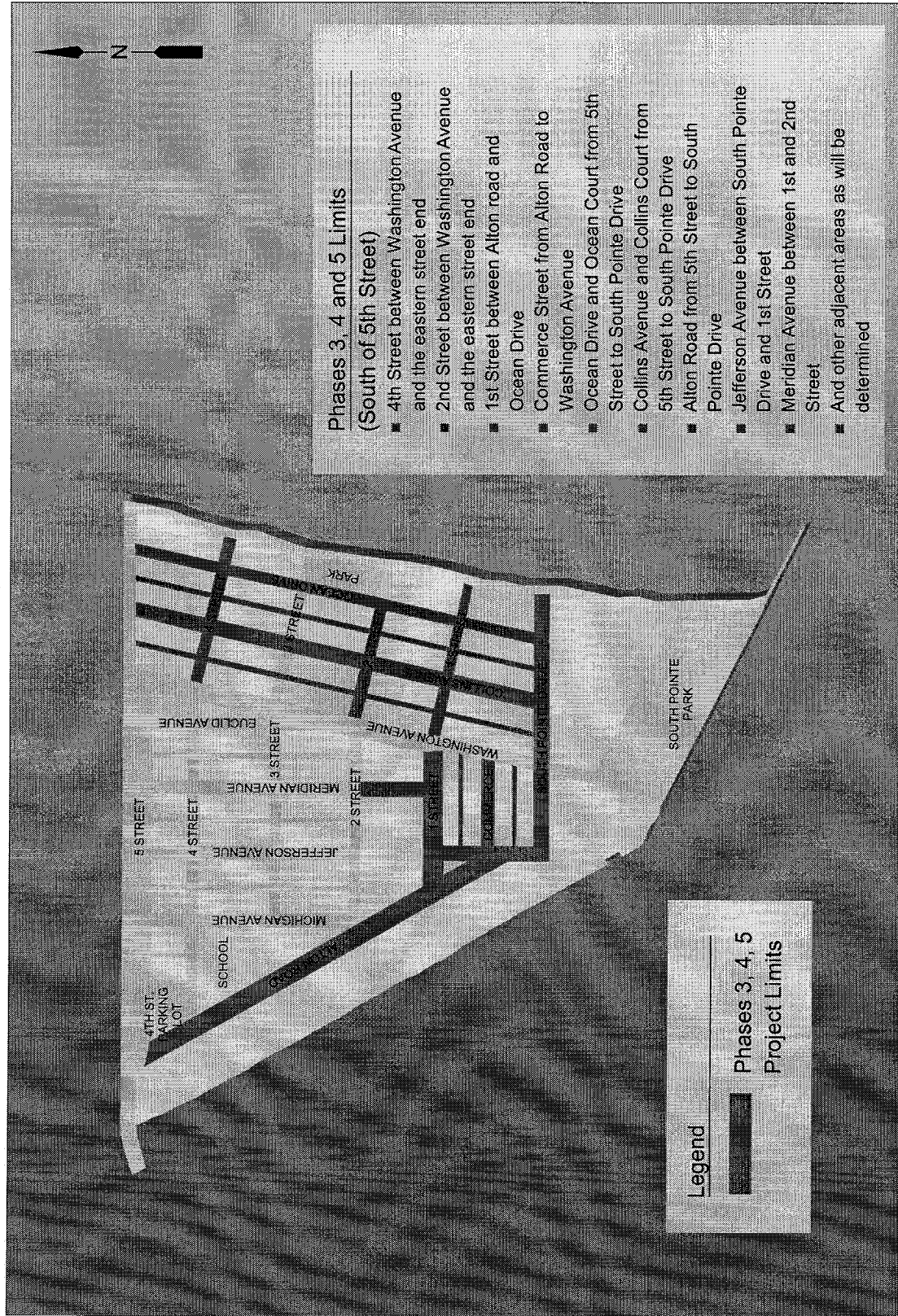
#### *Water Distribution System*

- Show location of single and double water meter boxes
- Identify fire hydrant assembly
- Identify fitting locations
- Identify limits of restrained joints
- Identify deflection limits
- Identify water sampling points
- Identify dead end blow-offs
- Identify air release valves
- Identify pipe diameter and material
- Stationing

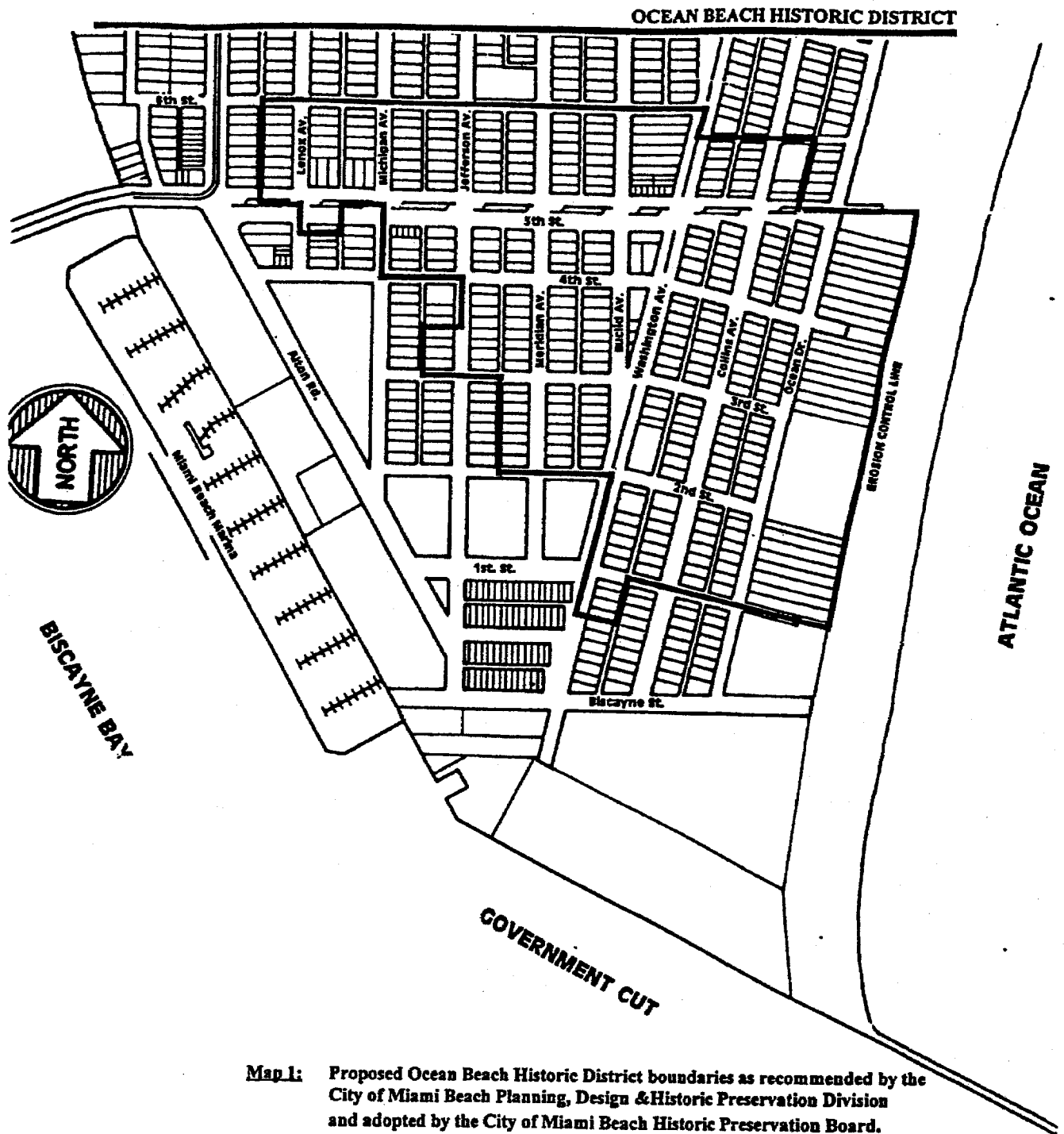
#### *Pressure Pipe Profiles*

- Show top of pipe elevation
- Identify location of air release valve at high points
- Identify vertical / horizontal deflection and/or fittings
- Identify minimum cover requirements
- Provide details of major utility crossings
  - Jack and bore
  - Horizontal directional drilling
  - Subaqueous crossing
  - Aerial crossing
  - Culvert crossing

# Exhibit A - South Pointe RDA Phases 3, 4 and 5



## Exhibit B

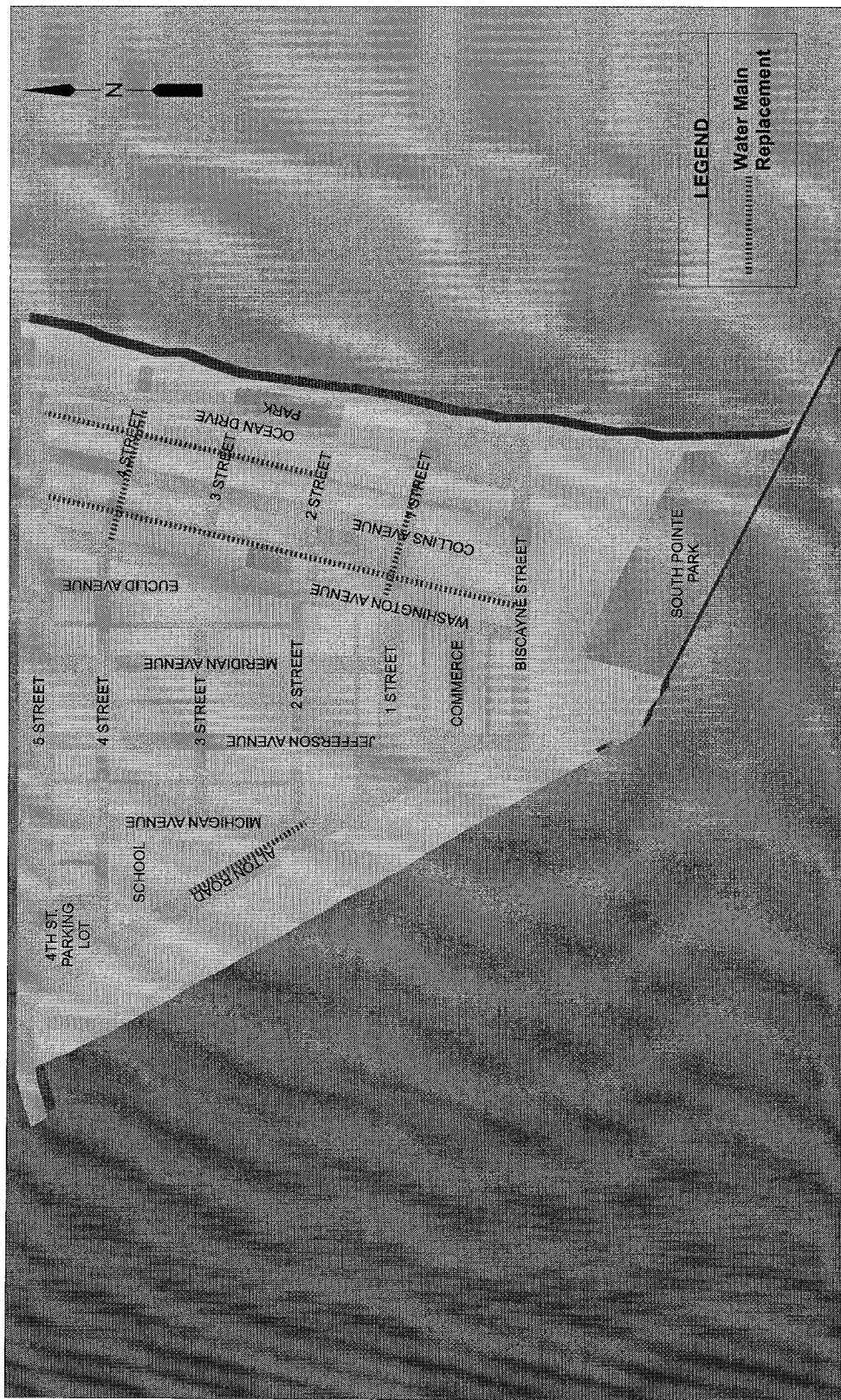








# South Pointe



**Exhibit D: WATER MAIN REPLACEMENTS**



**EXHIBIT E**  
**CITY OF MIAMI BEACH**  
**ROW INFRASTRUCTURE IMPROVEMENT PROGRAM**  
**SOUTH POINTE PHASES III / IV AND V**  
**PROPOSED DRAWING LIST**

SHEET COUNT	DRAWING NUMBER				TITLE
GENERAL					
1			G - 1		TITLE SHEET AND LOCATION MAP
2			G - 2		LIST OF DRAWINGS
3			G - 3		ABBREVIATIONS, SYMBOLS, SECTION AND DETAIL IDENTIFICATION
HORIZONTAL CONTROLS					
4			EC - 1		HORIZONTAL CONTROLS PLAN - KEY MAP
5	TO	27	EC - 2	TO 24	HORIZONTAL CONTROLS PLAN - SHEET 1 THROUGH 23 (1"=40')
EXISTING CONDITIONS					
28			EC - 1		EXISTING SITE CONDITIONS - KEY MAP
29	TO	51	EC - 2	TO 24	EXISTING SITE CONDITIONS - PLAN SHEET 1 THROUGH 23 (1"=20', TWO STRIPS)
DEMOLITION					
52			DM - 1		DEMOLITION - KEY MAP
53	TO	75	DM - 2	TO 24	DEMOLITION - PLAN SHEET 1 THROUGH 23 (1"=20', TWO STRIPS)
PAVING, GRADING AND DRAINAGE					
76			PG&D - 1		PAVING, GRADING AND DRAINAGE - KEY MAP
77	TO	99	PG&D - 2	TO 24	PAVING, GRADING AND DRAINAGE - PLAN SHEET 1 THROUGH 23 (1"=20', TWO
100	TO	103	PG&D - 25	TO 29	PAVING, GRADING AND DRAINAGE DETAILS
104	TO	115	PG&D - 30	TO 34	DRAINAGE PUMP STATIONS - PLANS AND SECTIONS (UP TO 4)
116	TO	119	PG&D - 35	TO 39	DRAINAGE PUMP STATION DETAILS
PAVEMENT MARKING AND SIGNAGE					
120			PM - 1		PAVING, GRADING AND DRAINAGE - KEY MAP
121	TO	143	PM - 2	TO 24	PAVEMENT MARKINGS & SIGNAGE - PLAN SHEET 1 THROUGH 23 (1"=20', TWO
144	TO	145	PM - 25	TO 26	PAVEMENT MARKINGS & SIGNAGE DETAILS
HARDSCAPE					
146			HS - 1		HARDSCAPE - KEY MAP
147	TO	169	HS - 2	TO 24	HARDSCAPE - PLAN SHEET 1 THROUGH 23 (1"=20', TWO STRIPS)
170	TO	171	HS - 25	TO 26	HARDSCAPE - DETAILS
LANDSCAPING					
172			LA - 1		LANDSCAPE ENHANCEMENTS - KEY MAP
173	TO	188	LA - 2	TO 17	LANDSCAPE ENHANCEMENTS - PLAN SHEET 1 THROUGH 16 (1"=20', TWO STRIPS)
189	TO	190	LA - 18	TO 19	LANDSCAPE ENHANCEMENTS - DETAILS
WATERMAIN IMPROVEMENTS					
191			WM - 1		WATERMAIN IMPROVEMENTS - KEY MAP
192	TO	203	WM - 2	TO 13	WATERMAIN IMPROVEMENTS - PLAN AND PROFILE SHEET 1 THROUGH 12 (1"=20')
204	TO	205	WM - 14	TO 15	WATERMAIN IMPROVEMENTS - DETAILS
STORMWATER IMPROVEMENTS					
206			SW - 1		STORMWATER IMPROVEMENTS - KEY MAP
207	TO	251	SW - 2	TO 46	STORMWATER IMPROVEMENTS - PLAN AND PROFILE SHEET 1 THROUGH 45 (1"=20')
252	TO	253	SW - 47	TO 50	STORMWATER IMPROVEMENTS - DETAILS
ELECTRICAL					
254			E - 1		ELECTRICAL IMPROVEMENTS - KEY MAP
255	TO	277	E - 2	TO 24	ELECTRICAL IMPROVEMENTS - PLAN SHEET 1 THROUGH 23 (1"=20', TWO STRIPS)
278	TO	279	E - 25	TO 26	ELECTRICAL IMPROVEMENTS - DETAILS
280	TO	287	E - 27	TO 28	ELECTRICAL - DRAINAGE PUMP STATIONS
288	TO	289	E - 29	TO 30	ELECTRICAL - DRAINAGE PUMP STATION DETAILS
IRRIGATION					
290			IR - 1		IRRIGATION - KEY MAP
291	TO	306	IR - 2	TO 17	IRRIGATION - PLAN SHEET 1 THROUGH 16 (1"=20', TWO STRIPS)
307	TO	308	IR - 18	TO 19	IRRIGATION - DETAILS

**SCHEDULE B**  
**CITY OF MIAMI BEACH**  
**RIGHT OF WAY INFRASTRUCTURE PROGRAM A-E CONSULTANT**  
**CONSULTANT'S COMPENSATION FEE SCHEDULE**  
**Bid Package 12DEF**

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR ENGINEER	ENGINEER	ENGINEER	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST	
1 PLANNING SERVICES (FY 2006)												
1.1	PROJECT KICK-OFF MEETING	8	16	16	0	0	0	0	4	44	\$5,239	
1.2	PROJECT SITE RECONNAISSANCE VISIT	38	76	88	20	0	86	30	28	360	\$36,391	
1.3	ATTEND "VISIONING" SESSION	10	40	40	16	12	0	0	12	130	\$14,021	
1.4	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	18	30	90	30	10	10	60	258	\$24,479		
1.5.1	COMMUNITY DESIGN WORKSHOP NO. 1	12	12	12	12	12	12	12	12	96	\$8,874	
1.5.2	COMMUNITY DESIGN WORKSHOP NO. 2	12	30	30	30	0	0	8	8	118	\$12,631	
1.6	BASIS OF DESIGN REPORT (DRAFT)	80	320	340	120	100	20	120	120	1,220	\$123,208	
1.7	REVIEW OF BODR W/ CITY DIVISIONS	20	40	40	0	0	0	0	0	100	\$12,668	
1.8	BASIS OF DESIGN REPORT (FINAL)	20	80	100	80	120	40	60	160	660	\$54,230	
1.9	ADDITIONAL REVIEW MEETINGS	10	15	20	10	0	0	0	0	55	\$8,823	
TOTAL BODR PHASE											2,984	\$298,354
2 DESIGN SERVICES (FY 2006)												
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	39	60	150	200	200	0	0	0	649	\$65,908	
2.2	DETAILED DESIGN	148	298	576	578	998	2,316	3,088	375	8,298	\$820,775	
2.3	DESIGN / CONSTRUCTABILITY REVIEW	260	260	200	0	0	0	0	150	870	\$105,424	
2.4	COST OPINIONS	60	60	320	160	0	0	0	0	540	\$57,193	
2.5	COMMUNITY DESIGN REVIEW MEETINGS	20	20	20	0	0	0	0	0	60	\$8,125	
2.6	DOCUMENT REVISIONS	0	0	20	0	0	100	100	30	260	\$17,398	
2.7	PERMITTING REVIEWS	18	80	104	0	40	0	0	20	262	\$29,278	
2.8	CONSULTANT'S QA/QC OF DESIGN DOCUMENTS	60	120	120	0	0	80	0	0	380	\$45,592	
TOTAL DESIGN PHASE											11,249	\$959,492
3 BIDDING AND AWARD SERVICES (FY 2007)												
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	16	16	64	32	32	0	0	8	168	\$18,392	
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	0	0	10	\$1,455	
3.3	PRE-BID CONFERENCE AND BID OPENING	8	8	16	8	8	0	0	8	56	\$6,076	
3.4	AGENDA ISSUANCE	8	16	16	16	16	0	0	8	80	\$8,598	
3.5	BID EVALUATION	8	16	32	16	16	0	0	8	96	\$10,470	
3.6	CONTRACT AWARD	0	8	0	0	0	0	0	0	24	\$1,816	
3.7	AS-BID CONTRACT DOCUMENTS	0	8	16	24	0	0	32	32	112	\$8,687	
TOTAL BIDDING PHASE											552	\$55,495
4 CONSTRUCTION ADM. SERVICES (42 MONTHS)												
4.1	PRE-CONSTRUCTION CONFERENCE	8	16	24	16	16	0	0	0	80	\$9,444	
4.2	WEEKLY CONSTRUCTION MEETINGS (16@ 4 HRS EACH)	164	416	192	0	0	0	0	0	872	\$94,459	
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI / CDC)	104	104	416	104	104	52	0	104	988	\$110,897	
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE	28	52	104	52	52	26	0	52	364	\$38,488	
4.5	PROCESSING OF SHOP DRAWINGS	0	26	104	208	208	104	0	52	702	\$65,770	
4.6	FIELD OBSERVATION SERVICES	52	164	208	0	0	0	0	0	384	\$43,537	
4.7	PROJECT CLOSEOUT	16	32	70	40	0	0	0	16	174	\$20,483	
TOTAL CONSTRUCTION PHASE											3,344	\$388,078
5 ADDITIONAL SERVICES												
5.1	ADDITIONAL 10 MEETINGS WITH ADJACENT PROJECT OWNERS	40	40	0	0	0	0	0	10	90	\$11,790	
5.2	1st STREET FROM JEFFERSON AVE TO WASHINGTON AVE (DESIGN & PERMITTING)	3	7	14	14	21	57	76	9	201	\$14,874	
5.3	MERIDIAN AVE FROM 1ST STREET TO 2ND STREET (DESIGN & PERMITTING)	6	12	24	24	37	69	132	18	350	\$28,927	
TOTAL ADDITIONAL SERVICES											641	\$52,590
6 OTHER DIRECT COSTS												
6.1	REPRODUCTION SERVICES										\$20,000	
6.2	TRAVEL										\$13,000	
6.3	SURVEYING (APPROX. 19,100 LF)										\$109,000	
6.4	GEOTECHNICAL EVALUATION										\$50,000	
6.5	UNDERGROUND UTILITY VERIFICATION (APPROX. 181)										\$50,000	
6.6	HYDROGEOLOGICAL PERMITTING ASSISTANCE (2 WEEKS)										\$20,000	
TOTAL OTHER DIRECT COSTS											\$263,000	
TOTAL HOURS											18,184	
TOTAL FEE ESTIMATE											\$2,017,009	
Hourly Rates (FY 2006)												
		\$155.41	\$128.61	\$110.39	\$93.24	\$75.02	\$78.24	\$55.73	\$42.87			
Hourly Rates (FY 2008)												
		\$160.07	\$132.47	\$113.70	\$96.04	\$77.27	\$80.59	\$57.40	\$44.16			
Hourly Rates (FY 2007)												
		\$164.87	\$136.44	\$117.11	\$98.92	\$79.59	\$93.00	\$59.12	\$45.48			
Hourly Rates (FY 2008)												
		\$169.82	\$140.54	\$120.63	\$101.89	\$81.98	\$95.49	\$60.90	\$46.85			

## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
REDEVELOPMENT AGENCY ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Chairman and Members of the Redevelopment Agency of the City of Miami Beach, Florida, appropriating funds, in the amount of \$294,940, from City Center Redevelopment Agency funds, for the demolition of the old Regional Library building located at 2100 Collins Avenue.

**Issue:**

Shall funding in the amount of \$294,940, be appropriated for the demolition of the old Regional Library building?

**Item Summary/Recommendation:**

The new Miami Beach Regional Library opened to the Public on March 1, 2005. Shortly thereafter, on April 4, 2005 the City took possession of the old Regional Library building, located at 2100 Collins Avenue. The existing building has been completely vacated in preparation for demolition. In February 2004 the City hired the firm of Edward Lewis Architects, Inc. (ELA) to prepare plans for the demolition of the old library and preservation of the rotunda building. On May 11, 2004, the Historic Preservation Board recommended that the City Commission consider granting a Certificate of Appropriateness for demolition. On July 28, 2004 the Mayor and City Commission granted a Certificate of Appropriateness for demolition of the existing building. The Administration priced the demolition through its Job Order Contracting (JOC) program. The work will consist of asbestos abatement, demolition, interior demolition and preservation of the rotunda structure, and restoration of the site to an irrigated grassy area. Funding in the amount of \$294,940 includes an AiPP allocation of \$3,578, a CIP Office project management fee of \$13,509, demolition work in the amount of \$238,500, a JOC Program fee of \$3,578 and a 15% project contingency of \$35,775. The Administration recommends approval of the appropriation, in the amount of \$294,940, to be funded from the City Center Redevelopment Agency.

**Advisory Board Recommendation:**

n/a

**Financial Information:**

**Amount to be expended:**

Source of Funds:		Amount	Account	Approved
	1	\$294,940	City Center RDA Funds	
	2			
Finance Dept.	Total	\$294,940		

**City Clerk's Office Legislative Tracking:**

Mauro Burgio, Senior Capital Projects Coordinator

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

3B

DATE

5-18-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## REDEVELOPMENT AGENCY MEMORANDUM

**To:** Chairman David Dermer and  
Members of Miami Beach Redevelopment Agency

**Date:** May 18, 2005

**From:** Jorge M. Gonzalez  
Executive Director

**Subject:** A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE  
REDEVELOPMENT AGENCY OF THE CITY OF MIAMI BEACH, FLORIDA,  
APPROPRIATING FUNDS, IN THE AMOUNT OF \$294,940, FROM CITY CENTER  
REDEVELOPMENT AGENCY FUNDS, FOR THE DEMOLITION OF THE OLD  
REGIONAL LIBRARY BUILDING LOCATED AT 2100 COLLINS AVENUE.

### ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

### FUNDING:

Funding is available from the City Center Redevelopment Agency (RDA).

### ANALYSIS:

The new Miami Beach Regional Library opened its doors to the Public on March 1, 2005. A ribbon cutting ceremony was held on April 1, 2005. On April 4, 2005 the City took temporary possession of the old Regional Library building, located at 2100 Collins Avenue. The existing building has been completely vacated in preparation for demolition. Demolition of the old library is the first step towards the overall renovation of Collins Park, which is currently in the planning stages.

In February 2004 the City hired the firm of Edward Lewis Architects, Inc. (ELA) to prepare plans for the demolition of the old library and preservation of the rotunda building. The plans were completed, and these were presented to the Historic Preservation Board on May 11, 2004, who recommended that the City Commission consider granting a Certificate of Appropriateness for demolition. On July 28, 2004 the Mayor and City Commission granted a Certificate of Appropriateness for demolition of the existing building.

The Administration has priced the demolition through its Job Order Contracting (JOC) program, and obtained a price of \$238,500. The work will consist of asbestos abatement, complete demolition of the building, selective interior demolition and preservation of the rotunda structure, and restoration of the site to an irrigated, grassy area. The following is a breakdown of cost:

Asbestos abatement:	\$ 24,000
Interior demolition / preservation of Rotunda:	\$ 12,000
Demolition of Library Building, including hauling & disposal:	\$ 118,000
Restoration of site to grassy area, including irrigation system:	\$ 35,000
General Conditions and Fee:	\$ 49,500
Total	\$ 238,500

The existing building is approximately 30,000 square feet in area. CIP Office staff has found that demolition costs of approximately \$7 to \$10 per square foot are typical. In this case, the price per square foot, including asbestos abatement and restoration is \$7.95 which is found to be a fair market value.

Upon approval of funding, City staff will issue a Notice to Proceed to the contractor, who will in turn obtain a permit for asbestos abatement. Physical work is expected to commence in early June 2005 and to be substantially completed by September 2005, in time to utilize the site for Art Basel. It should be noted that the schedule for demolition is tight, and the possibility for unforeseen conditions and delays exists, particularly during the asbestos abatement phase of the work.

Total funding in the amount of \$294,940 will be required for demolition. This includes an AIPP allocation of \$3,578, a CIP Office project management fee of \$13,509, a JOC program fee of \$3,578, and a project contingency of \$35,775. A 15% contingency is recommended in this case, due to possible unknown conditions that may arise during the asbestos abatement phase of the project. The Administration recommends approval of the appropriation, in the amount of \$294,940, to be funded from City Center Redevelopment Agency.

JMG/RCM/TH/JEC/KLM/MB



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE REDEVELOPMENT AGENCY OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$294,940, FROM CITY CENTER REDEVELOPMENT AGENCY FUNDS, FOR THE DEMOLITION OF THE OLD MIAMI BEACH REGIONAL LIBRARY BUILDING LOCATED AT 2100 COLLINS AVENUE.**

**WHEREAS**, the new Miami Beach Regional Library opened its doors to the Public on March 1, 2005; and

**WHEREAS**, on April 4, 2005 the City took temporary possession of the old Regional Library building, located at 2100 Collins Avenue, which has been completely vacated in preparation for demolition; and

**WHEREAS**, demolition of the old library is the first step towards the overall renovation of Collins Park, which is currently in the planning stages; and

**WHEREAS**, on May 11, 2004, the Historic Preservation Board recommended that the City Commission consider granting a Certificate of Appropriateness for demolition of the old Regional Library building; and

**WHEREAS**, on July 28, 2004 the Mayor and City Commission granted a Certificate of Appropriateness for demolition of the old Regional Library building; and

**WHEREAS**, the Administration has priced the demolition through its Job Order Contracting (JOC) program, and obtained a price of \$238,500; and

**WHEREAS**, total funding in the amount of \$294,940 will be required for demolition, which sum includes an Arts in Public Places allocation of \$3,578, a CIP Office project management fee of \$13,509, a JOC program fee of \$3,578, and a project contingency of \$35,775.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Chairman and members of the Redevelopment Agency of the City of Miami Beach, Florida, herein approve the appropriation of funds in the amount of \$294,940, from City Center Redevelopment Agency funds, for the demolition of the old library building located at 2100 Collins Avenue.

PASSED and ADOPTED this 18th day of May, 2005

ATTEST:

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

\_\_\_\_\_  
SECRETARY

 **5-12-05**  
\_\_\_\_\_  
Redevelopment Agency  
General Counsel

Date

\_\_\_\_\_  
CHAIRMAN

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**CITY OF MIAMI BEACH  
MIAMI BEACH REDEVELOPMENT AGENCY ITEM SUMMARY**



**Condensed Title:**

A Resolution authorizing the Chairman and Secretary to execute a modification to the Sovereignty Submerged Land Lease No. 130765469 among the City of Miami Beach, the Miami Beach Redevelopment Agency and the Trustees of the Internal Improvement Trust Fund of the State of Florida for the Miami Beach Marina, pursuant to the State Department of Environmental Protection request to clarify the existing uses at the Miami Beach Public Marina.

**Issue:**

Shall the RDA execute a modification to the Sovereignty Submerged Land Lease No. 130765469?

**Item Summary/Recommendation:**

Adopt the Resolution and amend the submerged land lease.

**Advisory Board Recommendation:**

Marine Authority - January 11, 2005

The Marine Authority voted to recommend approval of the proposed amendment language subject to confirming that the existing sublease with Majesty, as referenced in the proposed amendment, is still validly in existence since Majesty has declared bankruptcy and sold its assets by court order.

Finance and Citywide Projects Committee: April 27, 2005

The Committee recommended that the Modification to the Sovereignty Submerged Land Lease be forwarded to the Mayor and City Commission/Chairman and RDA Board for approval.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	<b>Total</b>			

**City Clerk's Office Legislative Tracking:**

Tim Hemstreet

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
	<i>[Signature]</i>	<i>[Signature]</i>

F:\DDHP\ALL\ASSET\MARINA\RDA Sovereignty Submerged Land Lease SUM.doc

AGENDA ITEM

*3C*

DATE

*5-18-05*


# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## MIAMI BEACH REDEVELOPMENT AGENCY MEMORANDUM

**To:** Chairman and Member of the Board of the  
Miami Beach Redevelopment Agency **Date:** May 18, 2005

**From:** Jorge M. Gonzalez  
Executive Director 

**Subject:** **A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY (RDA) AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE A MODIFICATION TO THE SOVEREIGNTY SUBMERGED LAND LEASE NO. 130765469 AMONG THE CITY OF MIAMI BEACH, THE MIAMI BEACH REDEVELOPMENT AGENCY AND THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE MIAMI BEACH MARINA, PURSUANT TO THE REQUEST OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO CLARIFY THE EXISTING USES AT THE MIAMI BEACH MARINA**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

In 1999, the State requested certain amendments to the existing State Submerged Land Lease for the submerged land immediately adjacent to the Miami Beach Marina, to reflect the actual uses at the Marina. These uses included at the time, the State had adopted a policy prohibiting any gambling vessel uses at or upon State submerged lands. The Miami Beach Marina, the City's subtenant in this Lease arrangement, had pre-existing contractual arrangements with respect to "Cruise to Nowhere" vessels. Over the past five (5) years the parties have been in discussions in an attempt to best address the State's request and at the same time not impairing any pre-existing contractual rights. As a result, the parties have agreed to the language reflected in the attached modified Sovereignty Submerged Lands Lease.

The proposed amended language reflect DEP's agreement that the one existing gambling vessel uses (i.e. one sublease for a gambling vessel exists at the Miami Beach Marina at present) will not be held in violation under the State's latest prohibition regarding gambling vessels. If their existing Lease expires, terminates or is canceled, the City further agrees that no other gambling cruise ship may occupy any area within the Lease area.

The Marina would not agree to language requested by the State restricting the assignability of Majesty Cruise's Lease due to an existing assignability clause in Majesty's current sublease Agreement.

On January 11, 2005, the Administration presented the amendment to the Marine Authority. The Marine Authority voted to recommend approval of the proposed amendment language subject to confirming that the existing sublease with Majesty, as referenced in the proposed amendment, is still validly in existence since Majesty has declared bankruptcy and sold its assets by court order. These questions have been posed to the Marina.

The Marina's response is that the lease with Majesty Enterprises of Florida, LLC is still in existence and it was assigned in June 2004 to MB Cruises, LLC, a Delaware Limited Liability Company, in connection with MB Cruises acquisition of all the assets, including the vessel "Atlantic", and liabilities of Majesty Enterprises of Florida, LLC. The Marina has not been notified of any bankruptcy by Majesty and when the Marina consented to the assignment of Lease, they did not release Majesty from any obligations under the lease, therefore, the Marina continues to be a creditor in the event of a filing of a bankruptcy action by Majesty.

On February 2, 2005, the Administration presented the Mayor and City Commission/Chairman and RDA Board Resolutions recommending approval of the Modification to the Sovereignty Submerged Land Lease. The Mayor and City Commission/Chairman and RDA Board did not take formal action on adopting the Resolution, and referred the matter to the Finance and Citywide Projects Committee for a more detailed discussion of the options available to the City to possibly negotiate a more favorable arrangement.

On April 27, 2005, the Finance and Citywide Projects Committee reviewed and considered the matter, after receiving input and comments from the Administration and City Attorney's (Agency General Counsel) Office, and concluded to recommend that the Sovereignty Submerged Land Lease, as modified, be forwarded to the Mayor and City Commission/Chairman and RDA Board for approval.

The attached Resolution authorizing the Chairman and Secretary to execute the Sovereignty Submerged Land Lease, amended as described above, should be approved.

JMG:TH:JD:rlr

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CHAIRMAN AND MEMBERS  
OF THE MIAMI BEACH REDEVELOPMENT AGENCY  
(RDA) AUTHORIZING THE CHAIRMAN AND  
SECRETARY TO EXECUTE A MODIFICATION TO  
THE SOVEREIGNTY SUBMERGED LAND LEASE  
NO. 130765469 AMONG THE CITY OF MIAMI  
BEACH, THE MIAMI BEACH REDEVELOPMENT  
AGENCY AND THE TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA FOR THE MIAMI BEACH MARINA,  
PURSUANT TO THE REQUEST OF THE STATE OF  
FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION TO CLARIFY THE EXISTING USES AT  
THE MIAMI BEACH MARINA**

**WHEREAS**, on January 21, 1986, the City of Miami Beach ("City") and the Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees") entered into Sovereignty Submerged Land Lease No. 130765469, as recorded in Official Record Book 13020, Pages 2520 through 2526, of the Public Records of Miami-Dade County, Florida, for the Miami Beach Marina (the "Submerged Land Lease"); and

**WHEREAS**, on June 16, 1990, the City authorized an amendment to the Submerged Land Lease, as recorded in Official Records Book 15593, Pages 1915 and 1916 of the Public Records of Miami-Dade County, Florida; and

**WHEREAS**, on October 6, 1993, the City authorized a further amendment to the Submerged Land Lease, as recorded in Official Records Book 16509, at Page 3694 of the Public Records of Miami-Dade County, Florida and Official Records Book 16171, Page 673; and

**WHEREAS**, the Florida Department of Environmental Protection (DEP), acting on behalf of the Trustees, has requested further amendments to the Submerged Land Lease, attached and incorporated hereto as Exhibit "A," to conform the description of the facilities in the Lease to the presently existing Marina facilities, including the widened north breakwater, and to update the uses permitted in the Submerged Land Lease areas; and

**WHEREAS**, on October 6, 1999, the aforementioned action was deferred by the City Commission/RDA Board; and

**WHEREAS**, on March 7, 2000, the Florida Department of Environmental

Protection forwarded a revised Lease Agreement, in which further revisions were provided by the State, requesting execution of the modified Agreement within thirty (30) days after receipt of the letter, however, such proposed further revisions sought to prohibit the existing gambling vessel from docking within the Submerged Land Lease area; and

**WHEREAS**, after extensive negotiations, DEP has agreed, and the proposed amended language reflects DEP's agreement, that the one existing gambling vessel (i.e. one sublease for a gambling vessel exists at the Miami Beach Marina at present) will not be held in violation under the State's latest prohibition regarding gambling vessels and if their existing Lease expires, terminates or is canceled, the City further agrees that no other gambling cruise ship may occupy any area within the Lease area; and

**WHEREAS**, the Marine Authority voted to recommend approval of the proposed amendment language subject to confirming that the existing sublease with Majesty, as referenced in the proposed amendment, is still validly in existence since the Marine Authority was under the impression that Majesty had declared bankruptcy and sold its assets by court order; and

**WHEREAS**, the Marina's response is that the lease with Majesty Enterprises of Florida, LLC is still in existence and it was assigned in June 2004 to MB Cruises, LLC, a Delaware Limited Liability Company, in connection with MB Cruises acquisition of all the assets, including the vessel "Atlantic", and liabilities of Majesty Enterprises of Florida, LLC.; and

**WHEREAS**, the Marina has not been notified of any bankruptcy by Majesty and when the Marina consented to the assignment of Lease, they did not release Majesty from any obligations under the lease, therefore, the Marina continues to be a creditor in the event of a filing of a bankruptcy action by Majesty; and

**WHEREAS**, on February 2, 2005, the Administration presented the Mayor and City Commission/Chairman and RDA Board Resolutions recommending approval of the Modification to the Sovereignty Submerged Land Lease; and

**WHEREAS**, the Mayor and City Commission/Chairman and RDA Board did not take formal action on adopting the Resolution, and referred the matter to the Finance and Citywide Projects Committee for a more detailed discussion of the options available to the City to possibly negotiate a more favorable arrangement; and

**WHEREAS**, on April 27, 2005, the Finance and Citywide Projects Committee reviewed and considered the matter, after receiving input and comments from the Administration and City Attorney's (Agency General Counsel) Office, and concluded to recommend that the Modification to the Sovereignty Submerged Land Lease be forwarded to the Mayor and City Commission/Chairman and RDA Board

for approval.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY**, that the Chairman and Members of the Miami Beach Redevelopment Agency, authorize the Chairman and Secretary to execute the Modified Sovereignty Submerged Land Lease No. 130765469 by and among the City of Miami Beach, the Miami Beach Redevelopment Agency and the Trustees of the Internal Improvement Trust Fund of the State of Florida, for the Miami Beach Marina, substantially in accordance with the form attached.

**PASSED AND ADOPTED THIS 18<sup>th</sup> day of May, 2005.**

**Attest:**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**APPROVED AS TO FORM & LANGUAGE  
& FOR EXECUTION:**

  
**GENERAL COUNSEL** 

5-5-05  
**DATE**

JMG:TH:JD:rlr

F:\DDHP\ALL\ASSET\MARINA\IRDA SOVEREIGNTY SUBMERGED LAND LEASE RES.DOC



# EXHIBIT "A"

This Instrument Prepared By:

Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

## BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

### SOVEREIGNTY SUBMERGED LANDS LEASE

No. \_\_\_\_\_  
PA No. \_\_\_\_\_

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to \_\_\_\_\_ hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section \_\_\_\_\_,  
Township \_\_\_\_\_, Range \_\_\_\_\_, in \_\_\_\_\_,  
\_\_\_\_\_ County, containing \_\_\_\_\_ square feet, more or less,  
as is more particularly described and shown on Attachment A,  
dated \_\_\_\_\_.

TO HAVE THE USE OF the hereinabove described premises for a period of \_\_\_\_ years from \_\_\_\_\_, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follow:

1. **USE OF PROPERTY:** The Lessee is hereby authorized operate exclusively a commercial docking facility with boatlifts exclusively to be used for the mooring of recreational vessels and a cruise to nowhere vessel used in conjunction with an upland commercial marina facility, with fueling facilities, with a sewage pumpout facility, and with liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Environmental Resource Permit No. \_\_\_\_\_, dated \_\_\_\_\_, incorporated herein and made a part of this lease by reference.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$ \_\_\_\_\_ and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. **WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT:** The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph (2) above, including the total amount of the gross receipts derived from the rental of wet slips, if applicable. When six percent (6%) of the gross receipts derived from the rental of wet slips exceeds the prorated base fee or minimum fee established pursuant to section 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall secure, maintain, and keep all records for the entire term of this lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Department of Environmental Protection, Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

Page 3 of      Pages  
Sovereignty Submerged Lands Lease No.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment \_\_\_, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five(5) consecutive days or a total of ten(10) days within a thirty(30) day period. If liveaboards are authorized by paragraph one(1) of this lease, in no event shall such "liveaboard" status exceed six(6) months within any twelve(12) month period, nor shall any such vessel constitute a legal or primary residence.

30. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, except for the sublease described below, the Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships. At present, there is a sublease between Majesty Enterprises of Florida, LLC and Miami Beach Marina Associates, Ltd., dated January 31, 2002, which permits the sublessee to operate a single gambling cruise ship within the lease area that moors to the northwestern or waterward face of the northern breakwater. This sublessee is authorized to continue to operate within the lease area as specified in their sublease, however, if Majesty Enterprises of Florida, LLC's sublease expires or is cancelled for any reason, the City shall agree to the restriction that no other gambling cruise ship may occupy any area within the lease area, without the specific and additional approval of the Lessor or their agents, unless either the laws of the state have been changed to permit said uses or it is no longer the policy of the Lessor to prohibit or limit such uses.

31. SPECIAL LEASE CONDITION: